

Discovery Ridge Adventure Center

Facilities Use Agreement and Assumption of Risk

Name: _____ Phone: (____) _____ Birth Date: _____
Last First MI

Home Address: _____

City State Zip

Emergency Contact: _____ Phone: (____) _____

E-mail address: _____

The Discovery Ridge Adventure Center offers numerous activities including Summer Tubing, Climbing Wall, Paintball, Bungee-Trampoline, and a Mechanical Bull. I want to participate in some or all of the Discovery Ridge activities.

In addition to common sense and courtesy, I will observe the following rules:

- I will use appropriate protective equipment. I understand that such equipment is no guarantee against injury or death.
- I will alert Wintergreen staff immediately of any dangerous conditions that I notice.
- I will obey all instructions of the area operator.
- I will not engage in careless or reckless behavior.
- I will not use or be under the influence of alcohol or drugs while engaging in any activity. If I appear to be intoxicated or under the influence of drugs, I will lose my privileges to use any portion of the Discovery Ridge Adventure Center.

NOTICE AND ASSUMPTION OF RISK: I understand that participation in Discovery Ridge activities is purely voluntary. I understand that there are inherent risks involved in participating in these activities, including risks relating to the terrain features and equipment used for these activities. I understand that participating in Discovery Ridge activities could result in serious injury or death. I am aware of these risks. I voluntarily assume these risks for myself, and any minor children for whom I am responsible, for all injuries or death that result from participation in Discovery Ridge activities.

I understand that participating in Discovery Ridge involves physical activity. I certify that I am in good health and do not suffer from any physical or mental conditions that may affect my ability to safely participate in Discovery Ridge activities.

Participating in Discovery Ridge activities may involve the use of equipment. The equipment is to be used only as instructed. I understand that misuse of the equipment may result in serious injury or death.

I understand that I can return my Discovery Ridge ticket for a FULL REFUND if I do not accept these conditions. I understand that my Discovery Ridge privileges may be revoked by Wintergreen.

INDEMNITY AGREEMENT: In consideration of the use of Wintergreen's facilities, I agree to indemnify, hold harmless and defend Wintergreen Partners, Inc., its officers, directors, employees and agents from any liabilities, losses, attorneys' fees and court costs that may result from any claims or causes of action arising from the use of Wintergreen's facilities (including Discovery Ridge) by myself or by the minor participant for whom I authorized to participate. I do so regardless of whether Wintergreen is negligent. I agree that any dispute arising under this Agreement or the use of Wintergreen's facilities (including Discovery Ridge) shall be litigated in the Circuit Court of Nelson County, Virginia or in the U.S. District Court for the Western District of Virginia.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND
ACCEPT AND AGREE TO ITS TERMS VOLUNTARILY**

Participants Signature Date

Parent/Guardian: I verify that I am the parent or guardian of the minor participant, and I have authority to enter into this agreement on behalf of the participant, and I agree to be bound by the terms and conditions of this agreement. I authorize the medical treatment and/or transportation of my child/minor participant to a hospital or other medical facility if necessary.

Signature of Parent/Guardian Print Name Date
(If Participant is under age 18)

NOTICE AND ASSUMPTION OF RISK: SUMMER TUBING

I want to participate in the activity of Summer Tubing. I understand that participating in Summer Tubing is a purely voluntary activity. I understand that there are inherent risks involved in Summer Tubing. I understand that these risks can lead to serious injury or death. I understand that only I can decide whether I wish to accept those risks. I voluntarily chose to participate in Summer Tubing and I assume all of the risks that the sport, the equipment, conditions, and other participants may present. I understand those risks include, but are not limited to, the following:

- Changing lane conditions.
- High speed collisions.
- Slipping and falling as you leave your designated lane.

I agree to tube only in my designated lane and only when released to do so by the attendant. I understand and agree to remain aware of and avoid other tubers while exiting the tubing lanes. I accept responsibility for my own safety and assume all risks of injury or death. I agree to be responsible for any damage or injury that I may cause to another individual using the facilities. I agree that I will follow all Wintergreen instructions.

I understand that Summer Tubing involves physical activity. I certify that I am in good health and do not suffer from any physical or mental conditions that may affect my ability to safely participate in this activity.

I understand that I can return my Summer Tubing ticket for FULL REFUND if I do not accept these conditions. I understand that my Summer Tubing privileges may be revoked by Wintergreen.

I agree to be responsible for any damage or injury that I may cause to myself or another individual using this facility.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AGREE TO ITS TERMS VOLUNTARILY. _____(INITIAL)

NOTICE AND ASSUMPTION OF RISK: PAINTBALL

I want to participate in the Discovery Ridge Paintball activity. Paintball involves shooting at and being shot by other participants using paintballs (containing water-soluble ink) being shot by air guns. I agree and understand that other participants can and will shoot paintballs at me. I understand that participating in Paintball is a purely voluntary activity. I understand that there are inherent risks associated with the activity and weaponry of Paintball. I understand that these risks can lead to serious injury or death. I understand that only I can decide whether I wish to accept those risks. I voluntarily chose to participate in Paintball and I assume all of the risks that the activity, weaponry, and terrain may present. I understand that those risks include, but are not limited to, the following:

- Losing balance, tripping and falling.
- Collision with paintball terrain features or other participants.
- Injury resulting from being struck by paintballs.

I UNDERSTAND THAT PAINFUL BRUISING CAN RESULT FROM THE NORMAL COURSE OF PAINTBALL ACTIVITY. PROTECTIVE EYEWEAR IS REQUIRED AT ALL TIMES.

I understand that participating in Paintball involves physical activity. I certify that I am in good health and do not suffer from any physical or mental conditions that may affect my ability to safely participate in Paintball activities.

I understand that I can return my Paintball ticket for FULL REFUND if I do not accept these conditions. I understand that my Paintball privileges may be revoked by Wintergreen.

I agree to be responsible for any damage or injury that I may cause to myself or another individual using this facility.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AGREE TO ITS TERMS VOLUNTARILY. _____(INITIAL)

NOTICE AND ASSUMPTION OF RISK: CLIMBING WALL

I want to use the Discovery Ridge Climbing Wall. I understand that using the Climbing Wall is a purely voluntary activity. I understand that there are inherent risks associated with the Climbing Wall. I understand that these risks can lead to serious injury or death. I understand that only I can decide whether I wish to accept those risks. I voluntarily chose to use the Climbing Wall and I assume all of the risks that the sport, the equipment, conditions, and other participants may present. I understand that those risks include, but are not limited to, the following:

- Losing balance and falling.
- Safety equipment failure.
- Variations in climbing conditions caused by surface imperfections, moisture, slipperiness, weather, and foreign material.

I understand that using the Climbing Wall involves physical activity. I certify that I am in good health and do not suffer from any physical or mental conditions that may affect my ability to safely participate in this activity.

I understand that I can return my ticket for FULL REFUND if I do not accept these conditions. I understand that my Climbing Wall privileges may be revoked by Wintergreen.

I agree to be responsible for any damage or injury that I may cause to myself or another individual using this facility.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AGREE TO ITS TERMS VOLUNTARILY. _____(INITIAL)

NOTICE AND ASSUMPTION OF RISK: BUNGEE TRAMPOLINE

I want to use the Discovery Ridge Bungee Trampoline. This involves a trampoline where the user is restrained at the waist by two bungee (elastic) cords to help center the participant on the trampoline. I understand that participating in the Bungee Trampoline is a purely voluntary activity. I understand that there are inherent risks associated with the Bungee Trampoline. These risks can lead to serious injury or death. I understand that only I can decide whether I wish to accept those risks. I voluntarily chose to use the Bungee Trampoline and I assume all of the risks that the sport, the equipment, conditions, and other participants may present. I understand that those risks include, but are not limited to, the following:

- Losing balance and falling.
- Safety equipment failure.

I understand that using the Bungee Trampoline involves physical activity. I certify that I am in good health and do not suffer from any physical or mental conditions that may affect my ability to safely participate in this activity.

I understand that I can return my ticket for FULL REFUND if I do not accept these conditions. I understand that my Bungee Trampoline privileges may be revoked by Wintergreen.

I agree to be responsible for any damage or injury that I may cause to myself or another individual using this facility.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AGREE TO ITS TERMS VOLUNTARILY. _____(INITIAL)

NOTICE AND ASSUMPTION OF RISK: MECHANICAL BULL

I want to use and ride the Discovery Ridge Mechanical Bull. I understand that riding the Mechanical Bull is a purely voluntary activity. I understand that there are inherent risks associated with riding the Mechanical Bull. I understand that these risks can lead to serious injury or death. I understand that only I can decide whether I wish to accept those risks. I voluntarily chose to ride the Mechanical Bull and I assume all of the risks that riding the Mechanical Bull may present. I understand that those risks include, but are not limited to, the following:

- Losing balance and falling off of the Mechanical Bull.
- Being thrown from the Mechanical Bull.

I agree to be responsible for any damage or injury that I may cause to myself or another individual using the Mechanical Bull.

I understand that using and riding the Mechanical Bull involves physical activity. I certify that I am in good health and do not suffer from any physical or mental conditions that may affect my ability to safely participate in this activity.

I understand that I can return my ticket for FULL REFUND if I do not accept these conditions. I understand that my Mechanical Bull privileges may be revoked by Wintergreen.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AGREE TO ITS TERMS VOLUNTARILY. _____(INITIAL)
