

# 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, Bungee-Trampoline, Ninja Obstacle Course, Bouldering wall ,Mechanical Bull, Etc!. 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 Resort, 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)