

## BRYCE RESORT ACKNOWLEDGEMENT OF RISK AND LIABILITY RELEASE

|          |       |        |       |                |       |
|----------|-------|--------|-------|----------------|-------|
| NAME:    | _____ | _____  | _____ | ____/____/____ | _____ |
|          | First | Last   | MI    | Birthdate      | Age   |
| STREET:  | _____ |        |       |                |       |
| CITY:    | _____ | STATE: | _____ | ZIP:           | _____ |
| PHONE #: | _____ |        |       |                |       |

In consideration for being permitted to participate in the **Bryce Resort Adventure Activities** program(s) and to use the facilities operated by Bryce Resort, I expressly acknowledge and agree as follows:

1. I, for myself and/or my child recognize and explicitly acknowledge that Bryce Resort Adventure Activities are an **INHERENTLY HAZARDOUS ACTIVITY AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN THIS ACTIVITY** and **FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example, and not limitation: dangers associated with variations in playing surfaces, variations steepness and terrain, trail side drop-offs, mud and muddy conditions, rocks, trees, and other forms of forest growth or debris, lift towers, deep and shallow water, water covered surfaces including paths, parking lots, walkways, fences and other forms of natural or man-made obstacles, as well as collisions with other equipment, obstacles, other adventure activities participants or spectators. Adventure activities conditions vary constantly because of weather changes and use by participants.

2. I attest and verify that myself and/or my child is physically fit and in good physical condition that has been verified by a licensed medical doctor.

3. **I HEREBY AGREE FOR MYSELF AND/OR MY CHILD, NOT TO SUE AND RELEASE FROM LIABILITY** BRYCE RESORT, THEIR OWNERS, AFFILIATES, SUBSIDIARIES, EMPLOYEES AND AGENTS AND ALL OF THEIR OFFICERS AND DIRECTORS AND THEIR SUCCESSORS INTEREST (HEREINAFTER INDIVIDUALLY AND COLLECTIVELY IN ALL COMBINATIONS "RELEASEES"), FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN **NEGLIGENCE** TO THE MAXIMUM EXTENT PERMITTED BY LAW INCLUDING ANY CLAIM FOR INJURY, DEATH OR PROPERTY DAMAGE THAT MAY OCCUR AS A RESULT OF MY PARTICIPATION IN BRYCE RESORT ADVENTURE ACTIVITIES, USE OF THE ADVENTURE ACTIVITIES EQUIPMENT AND /OR MY USE OF THE FACILITIES AT BRYCE RESORT.

4. I further agree for myself and/or my child, my successors, heirs, assigns, executors and administrators **to indemnify and hold the RELEASEES harmless** from all claims and suits for personal injuries, death or property damage arising out of my myself and/or my child's participation in Bryce Resort Adventure Activities and/or use of the facilities at Bryce Resort. Thus, I will pay to each RELEASEE against whom such a claim is asserted all costs and legal fees expended to defend such claims as well as any sum of money paid to claimant by the RELEASEES as a result of judgment or settlement. I recognize and understand this indemnification provision is distinct from and independent of the release provisions. Accordingly, this indemnification provision will apply whether or not for any reason the release provisions are held invalid or inapplicable in whole or in part to any claim asserted.

5. I agree that all disputes under this contract and/or lawsuits arising from use of the facilities at Bryce Resorts shall be litigated exclusively in the Circuit Court for Shenandoah County, Virginia, or in the United States District Court for the Western District of Virginia. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE AND INDEMNIFICATION AGREEMENT AND SIGN IT VOLUNTARILY.

\_\_\_\_\_

SIGNATURE OF PARTICIPANT

DATE

### PARENT OF GUARDIAN MUST COMPLETE THE FOLLOWING

As parent/guardian signing this agreement for the above-named minor, I acknowledge and agree that I have read the above Release of Liability and that by signing this Release on behalf of the minor, I and the minor agree to be bound by its terms. I hereby agree to **RELEASE** from liability, forever discharge, indemnify and hold harmless RELEASEES for any claim or suit arising out of said minor's participation in Bryce Resort Adventure Activities and/or their use of the facilities at Bryce Resort.

\_\_\_\_\_

SIGNATURE OF PARENT OR GUARDIAN

DATE