



2017 Participant Acknowledgement of Risk, Waiver & Release Agreement

By signing below, I hereby acknowledge that I have voluntarily applied to Mountain Lake LLC and Mary Moody Northen Endowment of Pembroke, VA to participate in activities at the Adventure Center (Treetops, Bubbleball, the Zorb challenge, Archery Tag, and the Sky Slide) which will include participating in, receiving instruction in and/or competing or officiating in one or more of the following activities: walking, hiking, rock climbing, tumbling, and a ropes course.

I am aware that there are risks and dangers in any sport, recreational or other physical activity. I also recognize that there are special risks and dangers in hiking, rock climbing, and "slip & slide" themed activities and instruction, which include such things as slipping, tripping and falling, including falling from heights. These risks can result in serious personal or bodily injury, including emotional injury, or even death. I am aware that these activities can be physically and emotionally strenuous and potentially hazardous.

Being fully aware of and understanding such risks and dangers, and in consideration of being permitted to participate in a course of one or more of these activities conducted by Mountain Lake, LLC and Mary Moody Northen Endowment, for myself, my spouse, legal representatives, heirs and assigns, hereby (i) certify that I am fully capable of participating in these activities and do not have any physical or mental condition that would prevent my participation or use of related equipment, or that would endanger myself or others, and (ii) knowingly and voluntarily agree to assume all such risks and be responsible for any bodily harm, injury (including emotional injury) or death to myself, and any loss or damage to personal property, resulting from my participation in such activities. I also agree to learn and follow all rules and regulations established for such activities, will confine these activities to areas as may have been so designated, and will use all equipment and facilities as designed and in a safe and prudent manner. I acknowledge that if I believe conditions to be unsafe, I will immediately discontinue participation in the activity or activities.

Further, I hereby release, waive and forever discharge Mountain Lake, LLC and Mary Moody Northen Endowment, and each of their respective shareholders, directors, officers, members, trustees, employees, agents, instructors, or any affiliated person or organization, and each of them (the "Released Parties"), from, and will indemnify, defend and hold harmless against, all liability to me, my spouse, legal representatives, heirs, and assigns, for any and all damage, loss to my person or property, or injury (including emotional injury or death), any claim for damages, loss or injury resulting therefrom, arising or resulting from my participation in, or observation of, such activities, whether caused by **negligence of the Released Party** or otherwise, whether on the course or during instruction, and whether due to equipment defects or failure, or weather conditions or acts of God. This release and indemnification covers all claims, demands, actions, loss, liability, damage or cost (including court costs and attorneys' fees).

I expressly agree that this Acknowledgement of Risk, Waiver & Release is intended to be as broad and inclusive as permitted by applicable law, and that if any portion is held invalid, the balance shall, notwithstanding, continue in full force and effect.

Participation Restrictions at the Adventure Center: All participants must wear closed-toe shoes with no sharp edges; it is strongly recommended that all jewelry, especially large bracelets, necklaces and large earrings be removed prior to participating; and individuals who are pregnant or who have had a kidney transplant may not participate. The Sky Slide requires participants to not wear any footwear or anything with sharp edges including jewelry of any kind.

I agree to listen to the attendant and follow the rules associated with each of the different inflatable and rock climbing activities.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS AN ACKNOWLEDGEMENT AND ACCEPTANCE OF RISKS OF INJURY AND LOSS ASSOCIATED WITH THE ACTIVITIES DESCRIBED ABOVE, INCLUDING THE RISKS OF SEVERE PERSONAL INJURY OR DEATH, AND THAT THIS IS A RELEASE OF, AND INDEMNITY BY ME AGAINST, ALL CLAIMS AND LIABILITY THAT MAY ARISE OR RESULT FROM SUCH ACTIVITIES. I HAVE SIGNED THIS OF MY OWN FREE WILL. I IT SHALL COVER EACH AND EVERY TIME THAT I, OR A MINOR FOR WHOM I AM RESPONSIBLE, PARTICIPATE IN ANY OF SUCH ACTIVITIES AND IS BINDING ON ME, MY HEIRS, SUCCESSORS, AND REPRESENTATIVES.

PARTICIPANT SIGNATURE (ALL PARTICIPANTS MUST SIGN; PARTICIPANTS UNDER THE AGE OF 18 MUCH INCLUDE A SIGNATURE OF PARENT OR ADULT GUARDIAN).

Signature of Participant: _____ Print Name: _____

Signature of Parent: _____ Print Name: _____

Address _____

Phone: _____ Date: _____ Email: _____