



ACTIVITIES

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY, AND PARENTAL CONSENT AGREEMENT

Please read the following carefully. If you have any questions, have them answered before signing the document.

In consideration of being permitted to participate in activities and use equipment and facilities in any activity hosted or facilitated by SOUTHERN GAP OUTDOOR ADVENTURE, their respective directors, agents, board members, volunteers, employees, sponsors, advertisers, property owners and lessors of premises, on which outdoor/indoor activities take place I, for myself, my personal representatives, assigns, heirs, minor children, and next of kin:

1. Acknowledge and agree that I understand the nature of the Activities (defined below), that there are certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the Activities and that I and/or all minor participant(s) of which I am exerting control over as the parent/legal guardian of are qualified, in good physical health, and in proper physical condition to participate in the Activities. I further acknowledge that the Activities will be conducted in areas such as open fields and facilities that are shared by the public. I further agree and warrant that if, at any time, I believe conditions to be unsafe or that I myself am physically or otherwise inhibited, I will immediately discontinue further participation in the Activities.

2. I acknowledge and agree that each Activity offered at SOUTHERN GAP OUTDOOR ADVENTURE exposes its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. "Activities" or "Activity" is defined as anything associated with or occurring at or near the SOUTHERN GAP OUTDOOR ADVENTURE facility, including, without limitation: archery tag, mountain biking, hiking, Activities also include usage of trails, pathways, parking lots, stairs, buildings, and all other facilities. Risks associated with participation in the Activities (the "Risks") include, but are not limited to: permanent disability, paralysis, death, dangers associated with exposure to weather and physical exertion; dangers stemming from impacts with other individuals or participants and/or their equipment; facial injuries, fractures, dislocations, sprains, strains, etc.), colliding with rocks, trees, ground, and other objects; dangers associated with projectile implements, including but not limited to: archery tag, hover ball; dangers stemming from structural, helmet, and/or safety equipment malfunctions; dangers arising from natural features, plants, animals, insects, wet surfaces, tripping and/or falling hazards, and other types of contact with man-made and natural features; dangers arising from equipment failure or malfunction and potential misjudgment by staff; dangers associated with negligent rescue operations. I

acknowledge that the Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of other participants in the group, the condition in which the Activity takes place, or the negligence of the Releasees named above. There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time, and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in any Activities. Furthermore, Releasees' volunteers and employees seek safety of all individuals, however due to the inherent risks of the activities that are offered and consequently, the difficulty of their jobs, are not infallible. Employees and volunteers may be unaware of a participant's true fitness or abilities. They may inadvertently give incomplete warnings or instructions. The equipment on the facility may malfunction. Releasee employees or volunteers may be negligent in, among other things, monitoring and supervising use of its equipment and facilities and in the maintenance and repair of its equipment and facilities. I expressly agree and promise to accept and assume all of the Risks existing in all Activities. My participation and/or that of the children listed below is purely voluntary, and each elects to participate in spite of the Risks. Thus, participation is solely at my own risk and I assume full responsibility for any resulting injuries or damages.

3. I hereby release, forever discharge, and covenant not to sue Releasees regarding all liability, claims, demands, losses, causes of action, or damages which are in any way connected with my participation in any Activities or my use of Releasees' equipment or facilities, including any such claims which caused or alleged to be caused in whole or in part by negligent acts or omissions on my account, or that of the Releasees or otherwise. I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes a claim against any of the Releasees, will indemnify, save, and hold harmless the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such a claim.

4. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating in Activities, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.

5. I fully understand that in the event a lawsuit arises against Releasees, I agree that venue and jurisdiction shall be solely in Buchanan County, Virginia and I further agree that the substantive law of Virginia shall apply in that action without regard to the conflict of the law rules of that state. I agree that if any provision of this agreement is found to be unenforceable or invalid, the agreement shall be ineffective only to the extent of such provision and the validity of the remaining provisions of the agreement shall not be affected, and this agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6. I agree as an adult participant, or the parent/legal guardian of a minor participant, to grant Releasees the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with Releasees to use the photograph(s) and/or recording(s) for all purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of photographs and/or recordings, and acknowledge and agree that the rights granted to this release are without compensation of any kind. All photographs and/or recordings are exclusively owned and controlled by Releasees.

7. If the participant is a minor, I agree that this Release of Liability and Assumption of Risk Agreement is made on behalf of that minor participant and that all of the releases, waivers, and promises herein are binding on that minor participant to this agreement. I further agree to defend, indemnify and hold harmless Releasees from any and all claims or suits for personal injury, property damage or otherwise which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries or damages caused by the negligence of Releasees.

8. By reading and agreeing to the terms and conditions of this agreement, I certify that I and all minors will obey all posted signs and warnings as well as obey all instructions provided by Releasees. I am also verifying that I am not pregnant or that I have informed Releasees if I am pregnant, I do not have heart or pulmonary issues that are not cleared by a physician for physical activity and I am not under the influence of drugs or alcohol. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT, HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY; I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN RELEASEES' ACTIVITIES, I MAY BE FOUND IN A COURT OF LAW TO HAVE WAIVED MY OR THE MINOR PARTICIPANTS RIGHT TO MAINTAIN A LAWSUIT AGAINST SOUTHERN GAP OUTDOOR ADVENTURE OR ANY RELEASEES ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.