

# ASSUMPTION OF RISK AGREEMENT

I, \_\_\_\_\_, (participant) want to participate in Archery.  
If participant is under age 18, I, \_\_\_\_\_, the parent/guardian of participant, grants permission for participant to participate in Archery. In consideration of being allowed to participate, and/or having a minor child participate in Archery, *each person* signing below acknowledges and agrees to the following terms and conditions:

## NOTICE AND ASSUMPTION OF RISK

Archery is a voluntary, recreational adventure activity. Each person signing below acknowledges and understands that there are inherent and other risks involved in Archery and that Archery is a potentially hazardous activity. Each person signing below expressly acknowledges and understands that participating in Archery could result in permanent, catastrophic injury or death. By signing below, I voluntarily and expressly assume for myself, and/or for the participant who I have allowed to participate in Archery, the risk of all injuries or death while participating in Archery at Wintergreen. \_\_\_\_\_ Initials

Archery is a may involve strenuous physical activity. Each person signing below certifies that he/she is in good health and does not suffer from any physical or mental conditions that may affect his/her ability to safely participate in Archery. Individuals with back, heart or other ailments that may prevent them from safely participating in Archery should not participate. Please consult a doctor prior to Archery if you have any questions regarding your ability to safely participate in this activity. \_\_\_\_\_ Initials

Archery involves the use of Equipment. Each person signing below acknowledges and understands that there are certain risks associated with using the Equipment. The Equipment is to be used only as instructed. Misuse of the Equipment may result in permanent, catastrophic injury or death. By signing below, I voluntarily and expressly assume for myself, and/or for the participant who I have allowed to participate in Archery, the risk of all injuries or death relating to the use of the Equipment. \_\_\_\_\_ Initials

Each person signing below certifies that he or she is at least 8 years old and will comply with all instructions and safety requirements for participating in Archery. I understand that failure to follow instructions and safety requirements may result in serious injury or death. \_\_\_\_\_ Initials

I understand that I can return my Archery ticket for FULL REFUND if I do not accept these conditions. I understand that my Archery ticket is revocable at any time if I do not comply with any applicable term. The ticket is non-transferrable. \_\_\_\_\_ Initials

## INDEMNITY AGREEMENT AND DISPUTES

In consideration of the use of Wintergreen's facilities, I agree to indemnify, hold harmless and defend Wintergreen Resort, its parents, subsidiaries, owners, officers, directors, shareholders and employees 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 Archery) by myself or by the minor participant for whom I authorized to participate in Archery. I do so regardless of whether Wintergreen is negligent. I agree that any dispute arising under this Agreement or that relates to the use of Wintergreen's facilities (including Archery), shall be submitted to mediation prior to filing a lawsuit. Only after mediation has been conducted may a lawsuit then be filed. I agree that any such lawsuit shall be filed in the Circuit Court of Nelson County, Virginia or in the U.S. District Court for the Western District of Virginia (Charlottesville Division). \_\_\_\_\_ Initials

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

Printed Name of Participant: \_\_\_\_\_ Age: \_\_\_\_\_  
Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_  
(if Participant under 18) Signature of Legal Guardian: \_\_\_\_\_