

**ROANOKE MOUNTAIN ADVENTURES, LLC  
PARTICIPANT ASSUMPTION OF RISK  
AND RELEASE OF LIABILITY AGREEMENT  
READ BEFORE SIGNING**

**In consideration of being allowed to participate in any way in the activities, programs and related services provided by Roanoke Mountain Adventures LLC, I acknowledge, understand and agree to the following:**

1. That the outdoor activities offered by Roanoke Mountain Adventures have inherent risks and dangers and such risks exist in participating in these activities. I understand that my and or my child's participation in such activities may result in injury or illness, including, but not limited to, bodily injury, fractures, paralysis, death or other ailments that may cause serious disability and that these risks and dangers may be caused by the negligence of the participants, the negligence of others, the negligence of the owners, employees, officers or agents of Roanoke Mountain Adventures, the forces of nature, or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes and such other risks and dangers that are integral to the recreational activities provided by Roanoke Mountain Adventures.
2. **In this agreement the term "activities" includes but is not limited to Mountain Biking, Road Cycling, Kayaking, Hiking, and Paddle Boarding and also includes the services and use of equipment provided by Roanoke Mountain Adventures for these activities including guide services, guided trips, equipment usage, equipment rentals and any transportations services provided by Roanoke Mountain Adventures.**
3. I freely assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers or employees of Roanoke Mountain Adventures, or any other person, including myself and other participants. I also verify that I am in good health, not under the influence of any drugs or alcohol of any kind and I am capable of pursuing the activities I am participating in.
4. If I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest representative of Roanoke Mountain Adventures immediately.
5. I, on behalf of myself, my personal representatives and heirs hereby voluntarily agree to release, discharge, hold harmless, defend and indemnify Roanoke Mountain Adventures, its owners, agents, officers, employees, other participants, sponsors and partners from any and all claims, actions, losses and liability for bodily injury, disability, property damage, wrongful death, or otherwise which may arise out of my participation in any activities offered by Roanoke Mountain Adventures. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have at the present time or in the future for the negligent acts or other conduct of the owners, agents, officers or employees of Roanoke Mountain Adventures.
6. To the extent any portion of this Agreement is deemed unenforceable, the remaining portions shall remain in full force and effect.

**I HAVE READ THIS WAIVER AND RELEASE AND BY SIGNING IT AGREE THAT IT IS MY INTENTION TO EXEMPT AND RELEASE ROANOKE MOUNTAIN ADVENTURES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I FULLY UNDERSTAND THE TERMS OF THIS RELEASE AND WAIVER, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**FOR PARENTS/GUARDIANS OF MINOR PARTICIPANTS: (UNDER AGE 18 AT TIME OF REGISTRATION)**

I certify that I, as parent or guardian with legal responsibility for this minor Participant \_\_\_\_\_ (print minor's name), do consent to his/her release as provided above for myself, my child, and/or our heirs and I release and agree to indemnify and hold harmless Roanoke Mountain Adventures from any and all liabilities incident to this minor child's participation as described above.

Signature \_\_\_\_\_ Printed Name on Behalf of Minor \_\_\_\_\_ Date \_\_\_\_\_

Emergency Phone Number \_\_\_\_\_