

ROANOKE MOUNTAIN ADVENTURES, LLC
PARTICIPANT ASSUMPTION OF RISK,
RELEASE OF LIABILITY AGREEMENT AND RENTAL 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 Biking, E-Biking, Kayaking, Hiking, Tubing 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, I am capable of pursuing the activities I am participating in and will observe safe practices and obey all laws while using the equipment.
4. I verify that I will wear required safety gear (helmet for bikes, PFD for kayaks/SUPs) while participating in the activities.
5. 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.
6. 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 I may have in the present or in the future for negligent acts or other conduct of owners, agents, officers or employees of Roanoke Mountain Adventures.
7. To the extent any portion of this Agreement is held unenforceable, remaining portions shall remain in full force and effect.
8. I have checked the equipment and agree that it is in good, clean condition. I agree that I am responsible for any damage or loss of equipment. If any equipment is lost, destroyed or damaged in the judgment of Roanoke Mountain Adventures, the renter agrees to pay for the replacement value of the equipment. I agree to pay for repairs needed as a result of damage to the equipment. Repair cost will be determined by Roanoke Mountain Adventures. I agree that the replacement value costs and or damage costs can be charged to the credit card that was provided or can be collected by other means including claims in civil court.

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 _____

Emergency Phone Number _____

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** _____