



MOUNTAIN LAKE LODGE

Release Agreement

I, _____ hereby acknowledge that I have voluntarily applied to Mountain Lake Lodge LLC/Treetop Adventures of Pembroke VA to participate in the Treetop Adventures aerial adventure course which will include one or more of the following activities: hiking, rock climbing and ropes course.

I am aware that participating in hiking, rock climbing and ropes course activities and instruction are hazardous and I am voluntarily entering into these activities with knowledge of the danger involved and hereby agree to accept any and all risk of injury or death.

In consideration of being permitted to participate in a course of one or more of the following, namely hiking, rock climbing and ropes course instruction and activities conducted by Mountain Lake Lodge LLC/Treetop Adventures, for myself, my spouse, legal representatives, heirs and assigns, hereby release, waive and discharge Mountain Lake Lodge LLC/Treetop Adventures, its shareholders, directors, officers, employees, agents, instructors, or any affiliated person or organization, and each of them, and their respective owners, employees and instructors, herein after called releases, from all liability to me, my spouse, legal representatives, heirs and assigns, for any and all damage, any claim for damages resulting therefrom, on account of injury to my person or property, even resulting in death, whether caused by negligence of the releasee or otherwise while I am taking part in the aerial adventure course, whether during course of instruction or otherwise.

I agree to indemnify and hold harmless the releases and each of them from any and all claims, demands, actions, loss, liability, damage or cost (including court costs and the attorneys fees) arising out of or pertaining to my participation in the activity described herein, including my presence at any location or training site, backcountry location, expedition trip or other wilderness situation.

I hereby assume full responsibility for the risk of bodily injury, death or property damage due to the actions of releases or otherwise while participating in one or more of the following activities, namely walking, hiking, participating in the aerial adventure course and while competing, officiating in working or for any purpose participating in the said activities. I specifically acknowledge the possibility of loss, damage, injury or death due to the failure of equipment, change in weather conditions, accidents, mistakes, and acts of God, and specifically assume the risk with regard to same.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such an injury or damage to myself. I further certify that I have no medical or physical conditions that could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all the risks that may be created, directly or indirectly, by any such condition.

I expressly agree that this release waiver, and indemnity agreement is intended to be as broad and as inclusive as permitted by the laws of the State of Virginia and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full force and effect. In the event that I file a lawsuit against Mountain Lake Lodge LLC/Treetop Adventures agree to do so solely in the state of Virginia, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

I hereby consent that Mountain Lake Lodge LLC/Treetop Adventures or any person authorized by said organizations, to photograph me and record my voice. I consent that Mountain Lake Lodge LLC/Treetop Adventures or any person authorized by it use the resulting photograph, slides, films, audiotapes and negatives for any purpose, whatsoever, including (but not by way of limitation) the display, exhibition, publication and sale thereof in promotion, advertising and trade without compensation or other consideration. I consent that the digital photographs, slides, films, audiotapes, videotapes and negatives be reproduced by any methods at any time, altered or unaltered.

I hereby release the Mountain Lake Lodge LLC/Treetop Adventures, any authorized person and all of their employees and representatives from any and all claims arising out of any publication, exhibition or the use of such digital photographs, slides, films, audiotapes, videotapes and negatives or arising out of any use of my likeness voice or personality. I understand that such photographs, slides, films, audiotapes, videotapes and negatives shall remain the sole property of Mountain Lake Lodge LLC/Treetop Adventures.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND MOUNTAIN LAKE LODGE LLC/TREETOP ADVENTURES AND OR PERSONS OR ORGANIZATIONS AFFILIATED WITH IT, AND I HAVE SIGNED THIS ON MY OWN FREE WILL.

Signature of participant _____ Print Name _____

Address _____

Phone _____ Date _____

Parent or Guardian's Additional Indemnification (Must be completed for participants under the age of 18)

In consideration of _____ (print minors name) ("Minor") being permitted by Mountain Lake Lodge LLC/Treetop Adventures to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Mountain Lake Lodge LLC/Treetop Adventures from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent or Guardian _____ Date _____

Print Name _____



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Treetops Adventures Rules and Consent

- Read this carefully, ask questions if anything is not clear and sign below to acknowledge that you have read, understand and will follow these rules and consent.
- All participants must demonstrate proficiency in the use of the belay system and zip lines in the demonstration area before being allowed on the course.
- When you leave this demonstration area do not remove your helmet. It must remain in place until you return your gear to the distribution area.
- Do not loosen your harness at any time.
- Do not unhook the carabineer/pulley from your harness except for use on the zip lines. Do not attempt to use the zip pulley on the belay cables between elements.
- While on the course do not jump on or swing from elements (unless it is the intended use of the element) and obey all safety instructions. Do not attempt to do flips, turn upside down in your harness or perform any other acrobatics while on the course, you are required to follow those instructions or risk eviction from the course.
- Do not use the Smart Snap to zip across the belay cable. They are not designed for this. Doing so could damage the equipment and jeopardize your safety.
- Do not tamper with the Smart Snap in any way. If you are perceived as doing so, you will be evicted from the course immediately. No refunds will be issued for evictions.
- In the case of severe weather you will be delayed from entering the course or may be asked to exit the course.
- Do not write on, damage or deface in any way any of the course elements, platforms, trees, cables, etc. Please do not pick the bark from trees.
- If you need assistance of any kind, or wish to come down from the course and cannot continue on, call, “guide, guide, guide” loudly and one of our guides will come and assist you. Once you come down you may not reenter the course and no refunds will be made.
- You must follow all instructions given by the guides; this is for your safety and the safety of others.
- There are at least two (2) ring lanyards at each platform to allow participants to pass if necessary. If you are moving slowly. Please allow faster participants to pass you.
- There should only be three (3) participants to a platform, two (2) to an elements and one (1) to a zip line at a time.
- Participants must sign the acknowledgement of risk, waiver and release agreement prior to using the course.
- By using the course, participants irrevocably consent to being photographed and grant permission to the owners and operators of Treetop Adventures to use such photographs and likeness in any of their publications or marketing media, including on websites, without payment or any other consideration.

Signature of participant _____ Date _____

Signature of parent or guardian if under 18 _____ Date _____