



# KNOCKERBALL ACKNOWLEDGEMENT OF RISK AND TERMS OF USE AGREEMENT

Date | \_\_\_\_\_

Adult Participant (and/or Parent or Guardian) | **Please Print**

Birth Date

Gender

\_\_\_\_\_

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

M / F

Address | \_\_\_\_\_

Phone | \_\_\_\_\_ Emergency Contact Person and Phone #: \_\_\_\_\_

I am the legal parent or guardian of the following minor participants (each a "minor" or "child" and collectively "minor(s)" or "children"):

Print Name

Weight

\_\_\_\_\_

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

M / F

\_\_\_\_\_ Initials \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

M / F

\_\_\_\_\_ Initials \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

M / F

\_\_\_\_\_ Initials \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

M / F

\_\_\_\_\_ Initials \_\_\_\_\_

On behalf of myself and/or the minor participant(s) identified above, I request authorization, consent, and permission of Recreational Resorts Management, LLC, d/b/a Wilderness Presidential Resort ("Wilderness") to allow me and the minor(s) (collectively "I", "me" and/or "myself") to be present on, have access to, and participate in certain activities at the property, premises and recreational facilities that are owned, operated, managed, and maintained for owners and guests and other invitees of Wilderness Presidential Resort in Spotsylvania County, Virginia (collectively "Wilderness"). In consideration of and in exchange for such authorization, consent and permission, I for myself and/or minor participant(s) am entering into and consenting to the terms and provisions of this Acknowledgement of Risk and Terms of Use Agreement ("Agreement"). I agree that I will not sign this Agreement until I have read, understand, and consent to all of its contents, terms, and requirements, including an acknowledgment and understanding of the risks of the activities described in this Agreement.

**1. WARNING:** Under Virginia law (Section 55-376.4), there is no liability for an injury to or death of a participant in a project activity conducted at this location if such injury or death results from the inherent risks of the project activity. Inherent risks of project activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury or death. **YOU ARE ASSUMING THE RISK OF PARTICIPATING IN THIS PROJECT ACTIVITY!**

**2. Notice and Assumption of Risk:** I understand that participation in Knochkerball and associated activities ("Knochkerball") is purely voluntary. I understand that there are risks involved in participating in the voluntary, recreational Knochkerball activities at Wilderness, including risks relating to the terrain, features, equipment, fixed objects, obstacles and the environment. I understand that participating in Knochkerball activities could result in property damage, serious injury or death. **I AM AWARE OF THESE RISKS. I voluntarily assume these risks for myself, and for all minor children for whom I am responsible, for all injuries or death or property damage that result from participation in Knochkerball activities.** Participating in Knochkerball activities may involve the use of equipment. I agree that the equipment is to be used only as instructed. I understand that misuse of the equipment may result in serious injury or death or property damage.

**3. Participation is Voluntary:** I have read and will adhere to the **Knochkerball Rules**, and I will only participate in the Knochkerball activities if I voluntarily accept the risks identified in this Agreement, and accept **all** of the terms of this Agreement. I understand that if I do not accept and agree to **ALL** of the terms and risks, I will not participate and I can return my Knochkerball ticket for a **FULL REFUND**. I agree that I will not participate in Knochkerball activities if I have any questions or concerns regarding the risks involved in these activities. I understand that my Knochkerball privileges may be revoked by Wilderness at any time. Initial: \_\_\_\_\_

**4. Medical Concerns:** I understand that participating in Knochkerball activities involves physical activity. I understand that it is my responsibility to determine whether I am sufficiently fit, healthy and skilled to safely participate in the activities. I certify that I am in good health and do not have any physical or mental conditions that may affect my ability

to safely participate in Knockerball activities. I understand that if I have the following condition I should not and will not participate: if I am pregnant, obese, or have a history of heart, seizure, knee, back or neck problems. Participants with anaphylactic reactions requiring self-administered epinephrine must have their Epi pen readily available. Participants with asthma requiring an inhaler must have their inhaler readily available. Wilderness reserves the right to exclude any applicant from participation for medical, safety, or other reasons. I understand that I, and/or the minor participant(s) identified above, may be injured while participating in Knockerball activities and may require medical assistance. On behalf of myself, and the minor participant(s) identified above, I consent to receive first aid, medical care, transportation and treatment as appropriate. I agree to pay all costs associated with such medical care and related transportation for myself or the minor(s) and shall indemnify, defend, and hold harmless Wilderness from any costs and expenses incurred therein.

**5. Release of Claims:** In consideration for being permitted to participate in Knockerball activities, I agree to release The Resorts Companies, Inc., Recreational Resorts Management, LLC, Recreational Resorts, Ltd., Presidential Resort Owners Association, Wilderness Resort Association, Inc., Wilderness Camping Clubs, Inc., their parents, subsidiaries, affiliates, officers, directors, employees and agents (collectively "Released Parties") from any and all claims, lawsuits, actions, losses, damages, requests for medical expenses, fines, judgments, attorney's fees and court costs (collectively "Claims") that relate in any way to any Knockerball activities. This includes all Claims for property damage, personal injury and death. I voluntarily make this agreement because I understand that participating is an adventure and sport activity, that there are risks involved in participating in these Knockerball activities, and that engaging in those risks is one of the primary reasons I voluntarily decided to participate in the Knockerball activities.

**6. Indemnification:** In consideration of being permitted to participate in the Knockerball activities, and use Wilderness's facilities, I agree to indemnify, hold harmless and defend the Released Parties from any Claims, liabilities, losses, costs and expenses including attorney's fees, that relate or pertain to my participation, and/or the participation of any minor(s) for whom I have signed this Agreement, in the Knockerball activities. I do so regardless of whether the Released Parties were negligent.

**7. Disputes; Venue; Severability:** This Agreement is governed by the laws of the Commonwealth of Virginia. I agree that any dispute arising under this Agreement or relating to my participation in Knockerball activities shall be submitted to mediation prior to filing a lawsuit. Only after mediation has been conducted may a lawsuit then be filed. Any such lawsuit shall be filed exclusively in the State Circuit Court or the United States District Court for Spotsylvania County, Virginia. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**8. Acceptance of Terms:** I certify that I have read this Agreement and fully understand and agree to its terms. I understand and agree that if I do not accept **ALL** of the terms of this Agreement, on behalf of myself and the minor(s), then I/we will not participate in Knockerball activities. Initial \_\_\_\_\_

**9. Warranty of Authority To Sign Agreement:** In signing this Agreement, I warrant to Wilderness that I have full authority to sign this Agreement and make the covenants contained in this Agreement on my behalf and, if I am signing for a minor(s), on the minor(s) behalf.

**10. Photography and Videography:** For myself and my minor participant(s), I agree to the use of our names and images including photography and video taken while participating in Knockerball for any lawful purpose including advertising and promotion without review, compensation or approval. Initial \_\_\_\_\_

**I am the participant and hereby represent that I am at least 18 years of age. I UNDERSTAND AND ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS, AND I AGREE TO BE BOUND BY ITS TERMS TO THE FULLEST EXTENT PERMITTED BY LAW. I FURTHER UNDERSTAND THAT THIS IS A CONTRACT THAT LIMITS MY LEGAL RIGHTS AND THAT IT IS BINDING UPON ME AND MY HEIRS AND LEGAL REPRESENTATIVES.**

Signature of Adult Participant | \_\_\_\_\_

Date | \_\_\_\_\_

AND/OR For Parents or Guardians of Participants Under 18 Years of Age:

**I warrant and represent that I am at least 18 years of age and am the legal parent or guardian of the above-named minor child/children and have full authority to sign this Agreement on any named child's behalf. I acknowledge and agree that I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS, AND THAT BY SIGNING ON BEHALF OF THE CHILD, THE CHILD AND I AGREE TO BE BOUND BY ITS TERMS TO THE FULLEST EXTENT THE LAW WILL PERMIT. I FURTHER UNDERSTAND THAT THIS IS A CONTRACT THAT MAY LIMIT THE CHILD'S AND HIS OR HER PARENTS' AND/OR GUARDIANS' LEGAL RIGHTS AND THAT IT IS BINDING UPON THEM AND THEIR HEIRS AND LEGAL REPRESENTATIVES TO THE FULLEST EXTENT PERMITTED BY LAW.**

Signature of Parent or Guardian | \_\_\_\_\_

Date | \_\_\_\_\_