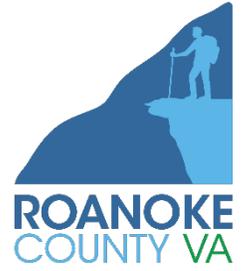


TREETOP QUEST ASSUMPTION OF RISK AND WAIVER AGREEMENT

The Explore Park Aerial Adventure Course (the "Course"), a collaboration with Treetop Quest, LLC, is a physically-challenging outdoor aerial activity. Treetop and the Roanoke County Parks Recreation & Tourism staff have endeavored to design, build, and implement this Course with safety and adventure in mind.



The Course is comprised of progressively challenging aerial obstacles. Safety equipment will be provided to participants. Participants will soar through the forest on Tarzan swings, traverse cargo nets, balance on tightropes and fly across zip-lines. The Course reaches heights of 45 feet above the ground and speeds up to 25 miles per hour. As with any outdoor adventure activity, there are risks associated with participation in the Course, including bruising, muscle strains, rope burns, falls, and death. Participants will be secured into the course with a continuous belay system. I and/or my minor child understand that I/they must follow the rules of the Course and that risk of injury can be minimized by following all rules of the Course. I also acknowledge and understand that a requisite degree of personal responsibility and common sense are required to participate in the Course.

By my signature below, I do hereby agree to participate in and/or give consent for my minor child(ren) named below to participate in the Course. Knowing the material risks and appreciating, knowing and reasonably anticipating that injuries and death are a possibility, I assume all the risks normally incident to the nature of the activities and agree that the County will not be responsible for any damages or injuries resulting to me or my child(ren). Also, I understand that any injury incurred while using the Course and the resulting medical expense from that injury will be my responsibility.

I understand Roanoke County is not an insurer of my safety or the safety of my minor child(ren). I further understand that Section 15.2-1809 of the Code of Virginia sets forth that Roanoke County and its officers, agents, employees and volunteers are not liable for any injury that may result from the negligence of persons operating the Course.

By voluntarily taking part in the Course, I, on my own behalf and on behalf of my child(ren), heirs, next of kin, and all representatives, after having been advised of the potential hazards of this activity, do hereby WAIVE AND RELEASE all demands and claims, whether in law or in equity, that I or my child(ren), heirs, next of kin, and all representatives might otherwise have against Roanoke County, on account of any injuries, disabilities, death, property damage or losses and expenses of any nature whatsoever, resulting from participation in the Course.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the Commonwealth of Virginia, the remaining portions of the Agreement shall remain binding on the undersigned participant. I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS, I MAY BE WAIVING CERTAIN CLAIMS ON BEHALF OF MYSELF AND/OR MY MINOR CHILD(REN).

XXX I Agree (Initial) _____

CORONAVIRUS / COVID-19 ASSUMPTION OF RISK

The novel coronavirus, COVID-19, has been declared a worldwide pandemic. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. The County of Roanoke has put in place preventative measures to reduce the spread of COVID-19; however, the County cannot guarantee that you or your child(ren) will not become infected with COVID-19.

By signing this Agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I or my child(ren) may be exposed to or infected by COVID-19 by attending events or activities sponsored by the County of Roanoke, including Treetop Quest (the "Activities"), and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Roanoke County employees, volunteers, program participants and their families.

I voluntarily agree to assume all of the foregoing risk and accept sole responsibility for any injury to myself or my child(ren) (including, but not limited to, personal injury, disability, and death), illness, damage, loss, or expense of any kind, that I or my child(ren) may experience or incur in connection with my or my child(ren)'s participation in the Activities. On my behalf, and on behalf of my child(ren), I hereby release, covenant not to sue, discharge, and hold harmless the County of Roanoke, its employees, agents, and representatives, of and from any claims, actions, damages, costs or expenses of any kind arising out of or relating to the Activities. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the County of Roanoke, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in the Activities. I agree that this waiver of liability shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the waiver of liability as a whole. I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING IT, I MAY BE WAIVING CERTAIN CLAIMS ON BEHALF OF MYSELF AND/ OR MY MINOR CHILD(REN).

XXX I Agree (Initial) _____

Adult / Parent / Legal Guardian Printed Name	Signature	Date
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Parent /Legal guardian of the following minor(s)

Name: _____ Age: _____ Name: _____ Age: _____

Name: _____ Age: _____ Name: _____ Age: _____