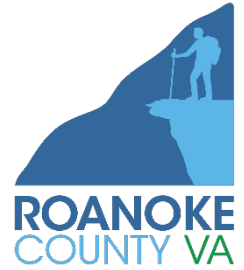


**ASSUMPTION OF RISK AND WAIVER AGREEMENT**

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).

\_\_\_\_\_

Participant signature

\_\_\_\_\_

date

\_\_\_\_\_

Participant name

**Parent /Legal guardian of the following minor(s)**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_