



# SWIMMING POOL ASSUMPTION OF RISK AND PARTICIPATION AGREEMENT

Date \_\_\_\_\_

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

Birth Date

Gender

\_\_\_\_\_

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

M or F

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ Phone \_\_\_\_\_

I am the legal parent or guardian of the following minor participants (each a “child” and collectively “children”)

Name	Birth Date	Gender	Initials
_____	_____/_____/_____	M or F	_____
_____	_____/_____/_____	M or F	_____
_____	_____/_____/_____	M or F	_____
_____	_____/_____/_____	M or F	_____

On behalf of myself and the minor participant(s) identified above, I request authorization to swim and participate in activities in the Wilderness Presidential Resort (the “Resort”)’s swimming pool (the “Activity” or “Swimming”). In consideration for being permitted to participate in the Activity, I, on behalf of myself, and the minor participant(s) identified above, agree to fully comply with all of the rules, terms and conditions contained in this Assumption of Risk and Participation Agreement (“Agreement”).

**1. WARNING:** Under Virginia law, 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!**

**1.1 COVID-19 WARNING:** An inherent risk of exposure to COVID-19 and other disease exists in any place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the CDC, older adults and people who have underlying medical conditions are especially vulnerable. By visiting the Resort, you voluntarily assume all risks related to exposure to disease and COVID-19.

**2. Notice & Assumption of Risk:** I understand that participation in Swimming activities is a purely voluntary recreational activity. I understand that there are risks involved in participating in the voluntary, recreational activities at the Resort including bodies of water. I understand that these risks include, but are not limited to, slipping, falling, capsizing, drowning, colliding with fixed objects, hard surfaces and other participants, equipment failure, and risks related to the environment and outdoor nature of the Activity. **I understand that participating in Swimming activities could result in property damage, serious injury or death. I am aware of these risks and voluntarily assume for myself, and for the minor participant(s) identified above, the risks of all damages, injuries or death relating to participating in Swimming activities.**

**3. Participation is Voluntary:** The Activity is a voluntary, adventure activity. I agree that I will only participate in the Activity if I voluntarily accept all of the risks related to the Activity and accept all of the terms of this Agreement. If I do not accept all of the risks related to the Activity, and do not accept the terms of this Agreement, I agree that I will not participate in the Activity, and I will not permit the minor(s) identified above to participate in the Activity. I understand that, if I do not voluntarily accept the risks of the Activity and terms of this Agreement, I can return my ticket(s) for a **FULL REFUND**. I agree that if I have any questions or concerns regarding the risks involved in the Activity, I will not participate in the Activity until I have fully resolved those questions or concerns. I understand that my Swimming privileges may be revoked at the Resort’s sole discretion.

**4. Equipment:** The Activity may involve the use of equipment including pools toys, ropes, stairs and diving boards. I agree that I will only use the equipment as instructed. I understand that misuse of equipment may result in serious injury or death.

**5. Medical Concerns:** I understand that participating in Swimming 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 Swimming. 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 Swimming activities. I understand that pregnant women should not participate in the Activity without their doctor’s approval, and that participants with anaphylactic reactions requiring self-administered epinephrine must carry their Epi Pen. Participants with asthma requiring an inhaler must carry their inhaler. The Resort 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 Swimming 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 and the minor(s) identified above, and shall indemnify, defend, and hold harmless the Resort from any costs and expenses incurred therein.

**6. Release of Claims:** In consideration for being permitted to use the swimming pool facility and participate in Swimming activities, I agree to release Recreational Resorts Management, LLC, d/b/a Wilderness Presidential Resort, its 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 or pertain in any way to any activities in the Swimming facility or to this Agreement. This includes all Claims for property damage, personal injury and death. **I voluntarily make this agreement because I understand that participating in the Swimming activities is an adventure activity, that there are risks involved in participating in Swimming activities, and that engaging in those risks is one of the primary reasons I voluntarily decided to participate in the Swimming activities.**

**7. Indemnification:** In consideration for being permitted to participate in the Swimming activities, and use the Resort’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 Swimming activities or to this Agreement. I do so regardless of whether the Released Parties were negligent.

**8. 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 Swimming 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 in the U.S. District Court for the Eastern District of Virginia or the Circuit Court of 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.

**9. 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 Swimming activities.

**10. Warranty of Authority To Sign Agreement:** In signing this Agreement, I warrant to Wilderness Presidential Resort 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.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT. I ACCEPT AND AGREE TO ITS TERMS VOLUNTARILY.**

I am the participant and hereby represent that I am at least 18 years of age.

Signature of Adult Participant \_\_\_\_\_ Date \_\_\_\_\_

I am the parent or guardian of the above-named participant(s) under 18 years of age :

I am at least 18 years of age and am the parent/guardian of the above-named minor child/children and have full authority to sign this Agreement on their behalf. I have carefully read this Agreement and understand its contents. I understand and agree that by signing on behalf of the minor(s), the minor(s) and I agree to be bound by its terms to the fullest extent the law will permit.

Name of Parent or Guardian \_\_\_\_\_

Signature of Parent or Guardian \_\_\_\_\_ Date \_\_\_\_\_