

# PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of "**Reflections**", their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "**Reflections**"), I hereby agree to release, indemnify, and discharge "**Reflections**", on behalf of myself, my children, my parents, my heirs, assigns, personal representative or acquaintances and estate as follows:

1. I acknowledge that my participation in any activity on "**Reflections**" Owner and "**Reflections**" leased properties or any other property leased or rented by 128 Lakeview, LLC entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, but are not limited to: loss of control, collisions, horse activity, lake activity, walking/skiing trails, irrespective of their previous behavior and characteristics, may act or react property, acts of other participants in any activity, adverse weather conditions, contact with plants, insects, or animals, my own physical condition or my own acts or omissions; the condition of remote roads, trails, waterways, or terrain, and accidents connected with their use, first-aid, emergency equipment being used that could malfunction.

2. I hereby agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless "**Reflections**" and its' Owners from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of "**Reflections**" facilities, including any such claims which allege negligent acts or omissions of "**Reflections**".
4. Should "**Reflections**" or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for any and all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in any activity, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against "**Reflections**" or its' owners, I agree to do so solely in the County of Randolph, in the State of West 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 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.

**By signing this document, I acknowledge that if anyone is hurt or property, owned or leased by *Reflections*' Owner, is damaged during my participation in any activity, I may be found by a court of law to have waived my right to maintain a lawsuit against *Reflections* and/or its' Owner on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I, as well as others aforesaid mentioned associated with myself, agree to be bound by its terms.**

**This contract is in effect from this date forward and forever and perpetual.**

Printed Name of Participant: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Emergency Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_

***Reflections*** Operator/Owner: \_\_\_\_\_

Date: \_\_\_\_\_