

SNOWFLEX ASSUMPTION OF RISKS AND PARTICIPATION AGREEMENT

I, _____, desire to participate in the ultra-hazardous activities defined in the following provisions ("Activities") offered by Liberty Mountain Snowflex® Centre ("Snowflex"). In consideration of my being allowed to participate in the Activities, I understand that by signing this agreement ("Agreement") I am assuming all risks of the Activities, including those specifically identified in the following provisions:

WARNING: Under Virginia law, a ski area operator or other winter sports area operator is not liable for an injury to or death of a winter sports participant in a winter sport conducted at this location, or for damage to property, if such injury, death, or damage results from the inherent risks of the winter sport or from the participant's own negligence. The inherent risks of a winter sport include, among others, risks associated with the land, equipment, other participants, and animals, as well as the potential for you or another participant to act in a negligent manner that may contribute to the injury, death, or damage. You are assuming the inherent risks of participating in a winter sport at this location. Complete copies of the applicable Virginia law and the participant responsibility code published by the National Ski Areas Association are available for review at each ticket sales office of this winter sports area and online at <http://www.liberty.edu/snowflex/>. Virginia Code 8.01-227.12.

General Risks:

The Activities at Snowflex have inherent ultra-hazardous risks, some of which cannot be eliminated regardless of the care taken to avoid these risks. I voluntarily acknowledge that by participating in these Activities I am exposing myself to the risk of property damage, temporary or permanent bodily injury, disease, sickness, or death. These dangerous Activities include, but are not limited to the following: skiing, snowboarding, tubing, racing, instruction, trampoline jumping, jumping or falling onto a stunt airbag, skiing/snowboarding competitions at Snowflex and on man-made snow or ice on Liberty University's campus, overnight camp activities, and all other activities that may occur within Snowflex or at those on-campus locations.

Specific risks that may be involved in these Activities include, but are not limited to the following: injuries resulting from variations in terrain, the design of Snowflex and related structures, the design and installation of and variable conditions in the artificial snow medium, snow, and Neveplast tube runs, patches of ice, slipping, tripping, falling, difficulty walking in ski or snowboarding boots, classification of trails, loss of control, equipment failure, negligence of other participants, environmental conditions (including weather), injuries resulting from my failure, or others' failure, to follow the safety instructions, other injuries that may result from my own actions or the actions of others, my individual susceptibility to harm or injury (whether known or unknown to me), and collisions with the following: (i) other participants or their equipment (whether moving or stationary), (ii) spectators (whether moving or stationary), (iii) trees, (iv) rocks, (v) buildings, (vi) equipment, (vii) terrain features (whether natural or manmade), (viii) light poles, and (ix) ski lifts, tramways and related apparatuses.

I may also suffer injury in the event I leave the area covered by the artificial snow medium and travel or fall onto the surrounding gravel and terrain. I am not protected from all features or objects within Snowflex (whether natural or manmade) that could injure me as a result of a collision with or objects falling from these features or objects. Certain structures or features within Snowflex may be padded, some ramp landing zones might be covered with stunt airbags, and some tube runs might be backstopped with emergency airbags. My collision with any padded object or airbag may still result in my injury or death. I am also exposed to risks from failures in my skis, snowboard, tube, or other equipment, or failures of equipment belonging to or used by other participants in Snowflex.

I understand that the dangers and risks of participation in these Activities may impair my future ability to earn a living, engage in business, social and recreational activities, and to generally enjoy life. With full knowledge of the risks, I represent myself to be in sufficiently good health to participate in these Activities and free from any medical condition, physical or mental, that could potentially interfere with my ability to participate in these Activities or that could be worsened by participating in these Activities or that could endanger my health or safety, or the health or safety of other participants. I authorize Liberty University and/or its personnel to seek medical attention or care on my behalf

or to transport or cause me to be transported to a medical facility or hospital. I assert that I either have valid and current insurance to cover any injury or damage I may cause or suffer while participating in these Activities or I agree to personally bear the costs of such injury or damage.

Additional Risks for Equipment:

In the event I bring any equipment or personal property to Snowflex, I assume all risks associated with the use of such equipment or property. I agree that Liberty University is not responsible for any loss or theft of, or damage to any equipment or personal property I bring to Snowflex. I understand that wearing a safety helmet is recommended when using Snowflex, and required when using any terrain park features. If Snowflex personnel do not offer me a helmet, I agree to ask for one. I understand that a helmet may or may not protect me from injury or death. However, if I refuse to wear a helmet, I agree that I do so at my own risk. Due to the risk of suffering abrasion from bare skin contacting the artificial snow medium, I understand that it is highly recommended that I wear attire that covers my exposed skin, including a long sleeve shirt and pants, and if I wear short sleeves or pants, I should wear elbow or knee pads. If I choose not to do so, I agree that I do so at my own risk.

Additional Agreements:

I agree to read and abide by all posted signs at Snowflex and to comply with all instructions from Snowflex staff. I agree to not engage in any negligent or reckless behavior, as determined by Snowflex staff, while in Snowflex. Persons under the influence of drugs or alcohol are not permitted in Snowflex. I agree my failure to comply with this paragraph may result in my removal from Snowflex without refund. In the event I witness or am involved in an accident or event resulting in property damage or personal injury of any kind, no matter how insignificant it may seem, I agree to immediately report such accident or event to a Snowflex employee and to cooperate in the investigation of the accident or event.

I agree the promises, acknowledgements, and agreements I make in this Agreement are binding upon me as well as on my assignees, subrogors, distributees, family members, heirs, next-of-kin, executors, personal representatives, administrators and successors of every kind, forever, which includes any time I enter Snowflex or participate in Activities within Snowflex in the future. This Agreement will be governed by the law of the Commonwealth of Virginia, except her choice of law provisions. Any claim or action arising out of this Agreement must be brought in a court located in Lynchburg, Virginia. I also hereby waive my right to a trial by jury.

PARTICIPANT CONSENT (required of all participants, regardless of age)

BY SIGNING BELOW, I AGREE I HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT, I AGREE TO ALL OF THE TERMS ABOVE, AND I HEREBY ASSUME THE RISKS ASSOCIATED WITH ACTIVITIES AT SNOWFLEX.

Signature of Participant: _____ Date: _____

Name of Participant (Print): _____ Age: _____ Date of Birth: _____

PARENT/GUARDIAN CONSENT

As the parent and/or legal guardian to the minor participant identified above, I agree I have carefully read and understand this Agreement, I agree to all of the terms above, both personally and on behalf of the minor participant, and I hereby assume the risk that the minor participant may be injured while participating in Activities at Snowflex. I further promise to ensure the minor's compliance with the terms of this Agreement.

Signature of Parent/Legal Guardian: _____ Date: _____

Name of Parent/Legal Guardian (Print): _____