

**DEVIL'S BACKBONE ADVENTURE RESORT**  
**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

**THIS IS A LEGAL DOCUMENT. READ IT CAREFULLY.**

IN CONSIDERATION of being permitted to enter Devil's Backbone Adventure Resort, I/we agree on behalf of ourselves and where applicable minors accompanying me/us that:

**RELEASE OF LIABILITY:** I/we agree not to sue Devil's Backbone Adventure Resort, LLC and Red Jacket Coal Company, LLC, d/b/a Red Jacket Coal Operations, LLC, their respective officers, members, managers, owners, employees, affiliates, agents, assigns and parents (collectively "Devil's Backbone"). I/we agree to waive and release to the maximum extent allowed by law, Devil's Backbone from any and all claims and causes of action of every kind arising from any and all physical injuries, including death, emotional injuries and/or damages that may happen to me/us, whether known or unknown, arising out of or in any way connected with my/our presence or activity on the property owned or operated by Devil's Backbone Adventure Resort (the "Premises"). **I/we release Devil's Backbone from all liability its/their own negligence.**

**ASSUMPTION OF RISK:** I/we acknowledge that use of the Premises is **AT MY/OUR OWN RISK**. I/we understand there are inherent risks involved in any activity on the Premises. Inherent risks include but are not limited to negligence or intentional acts of others in or on the Premises, the operation of autos, trucks, recreational vehicles, off-road vehicles or any other motorized vehicle and activities related thereto can constitute a dangerous activity, and voluntarily assume all risk of any damage, injury, or loss which may occur to me/us during the course of my activities related thereto. Inherent risks also include failure of Devil's Backbone to warn me/us of a specific inherent risk. I/we **agree to ASSUME ALL INHERENT RISKS**, known and unknown, in any way connected with my participation in any and all recreational activities on the Premises, including but not limited to the risks of serious personal injuries, death, illnesses and/or loss of personal property. **I/we assume all risks caused by the negligence of Devil's Backbone.**

**INDEMNITY:** I/we agree to **DEFEND, INDEMNIFY AND HOLD HARMLESS** Devil's Backbone, to the maximum extent allowed by law, from any expenses, attorney's fees, loss, liability, damage, or cost they may incur arising out of any claim or cause of action for any injuries, wrongful death, losses, or damages of any kind that have been released or discharged by this Release. That by indemnifying Devil's Backbone, should it be necessary for Devil's Backbone, to incur attorney's fees and costs to enforce this agreement, or any portion thereof, I/we voluntarily agree to pay Devils Backbone, reasonable costs and attorney's fees arising there from. **I/we intend and agree to defend, indemnify, and hold harmless Devil's Backbone from any and all liability for their own negligence.**

**DURATION OF AGREEMENT:** I/we agree that this agreement shall be effective from the date signed and **SHALL CONTINUE FOR ALL FUTURE VISITS TO THE PREMISES** of Devil's Backbone. I/we release my/our right to sue Devil's Backbone in relation to any incidents related to any future visits to the Premises.

**RULES:** I/we agree to comply with all rules, terms, and conditions for participation in any and all activities. I/we acknowledge that I/we have had available to me a copy of the rules and regulations of Devil's Backbone Adventure Resort and posted throughout the Premises. If I/we observe any unusual hazard during my presence or participation, I/we will remove myself from participation and immediately bring such danger to the attention of an employee of Devil's Backbone Adventure Resort. No dangerous or inappropriate conduct will be tolerated. **Offenders will be required to leave, and no refunds will be given.** All participants agree to strictly comply with the rules, and the attendant on duty has sole discretion to determine compliance.

**ENTIRE AGREEMENT:** I/we agree that this contract contains the entire agreement between the parties and supersedes any prior discussions or agreements, written or oral. I/we intend this release to be as broad and inclusive as permitted by law. If any provision of this agreement is found unenforceable or invalid, the provision shall be severed from the contract and the remainder shall remain in full force and effect and shall be enforceable to the fullest extent of the law.

**GOVERNING LAW:** I/we intend and agree that this agreement shall be governed by West Virginia law, and shall be binding upon my/our heirs, agents, descendants, dependents, executors, administrators, assigns, successors and representatives. Any claim or lawsuit brought to enforce the terms of this agreement shall be brought exclusively in the Circuit Court of Mingo County, West Virginia. If any dispute whatsoever should arise between the parties, **I/WE WAIVE THE RIGHT TO A JURY TRIAL.**

**THE UNDERSIGNED HAS READ, UNDERSTANDS AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT.**

Date: \_\_\_\_\_, 20\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_ Signature: \_\_\_\_\_

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Date: \_\_\_\_\_, 20\_\_ Signature: \_\_\_\_\_

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Date: \_\_\_\_\_, 20\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**NATURAL GUARDIANS AND GUARDIANS OF MINORS ON THE PREMISES**

On behalf of the minor(s) listed below, for whom I am the natural guardian, I agree that all of the terms and provisions of the **Devil's Backbone Adventure Resort Release and Waiver of Liability and Indemnity Agreement**, which I have signed, shall be applicable to the minor(s) listed below.

Printed Name/Age of Minor Participant(s): \_\_\_\_\_

Natural Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Natural Guardian Name (print clearly): \_\_\_\_\_

Printed Name/Age of Minor Participant(s): \_\_\_\_\_

Natural Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Natural Guardian Name (print clearly): \_\_\_\_\_

Printed Name/Age of Minor Participant(s): \_\_\_\_\_

Natural Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Natural Guardian Name (print clearly): \_\_\_\_\_

Printed Name/Age of Minor Participant(s): \_\_\_\_\_

Natural Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Natural Guardian Name (print clearly): \_\_\_\_\_

Printed Name/Age of Minor Participant(s): \_\_\_\_\_

Natural Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Natural Guardian Name (print clearly): \_\_\_\_\_

Printed Name/Age of Minor Participant(s): \_\_\_\_\_

Natural Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Natural Guardian Name (print clearly): \_\_\_\_\_

Printed Name/Age of Minor Participant(s): \_\_\_\_\_

Natural Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Natural Guardian Name (print clearly): \_\_\_\_\_