



**Registration and Release Form  
Nemacolin Woodlands Resort**

PRINT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: ( ) \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

ACTIVITY:     All Resort Activities    

1. I, releaser, intending to be legally bound and in consideration for being permitted to participate in the above described activity (the "Activity") do for myself, my spouse, children, heirs, executors, administrators, insurers and assigns, do release, waive and forever discharge Nemacolin Woodlands Inc. d/b/a Nemacolin Woodlands Resort and Spa, 84 Lumber Company, L.P., their officers, employees, representatives, parent companies, affiliates, subsidiaries, insurers, successors and assigns, as well as the manufacturers and distributors of any equipment used in the Activity (the "Releases"), from any and every claim, demand, action or right or action, of whatever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting from, or to result from, my participation in the Activity or any activities in connection with the Activity, whether caused by the negligence, including gross negligence, of Releases or not.
2. I agree to indemnify and hold harmless the Releasees from any injury, loss, liability, damage or cost Releases may incur due to my participation in the Activity, whether or not caused by the negligence, including gross negligence, of Releases or otherwise.
3. I assume full responsibility for the risk of bodily injury, death or property damage due to the negligence of Releases or otherwise while in or upon Nemacolin Woodlands Resort and Spa and while participating in the Activity.
4. I agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania, and that if any portion of this agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.
5. This release, waiver and indemnity agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
6. I hereby consent and agree to the exclusive personal jurisdiction and venue of the Court of Common Pleas of Fayette County, Pennsylvania with respect to any legal action or proceeding arising out of or relating to the Activity. Each party hereby waives all rights it has or which may hereafter arise to contest such exclusive jurisdiction or venue of the Court of Common Pleas of Fayette County, Pennsylvania.
7. I am of legal age and fully competent, and I have carefully read the foregoing waiver, release and indemnity agreement and I understand the contents of the same. If I am not of legal age, my parent or legal guardian has fully read the foregoing waiver, release and indemnity agreement and understands it and understands that I am fully bound by their signature.

**PLEASE READ BEFORE SIGNING.**

---

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

CO-SIGNER: \_\_\_\_\_  
(if participant is a minor, signature of parent or guardian is required)

---