

**RELEASE OF LIABILITY, WAIVER OF RIGHTS,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

PLEASE READ THE ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING

In consideration of being allowed to participate in the activities as set forth below (the "Activities") of Adventure WV, LLC, d/b/a Adventures on the Gorge, d/b/a Class VI-Mountain River, The Rivermen, Inc., Songer Whitewater, TreeTops Canopy Tour LLC, Gravity Zipline, and TimberTrek Aerial Adventure Park (collectively "Releasees"), I represent and agree as follows:

I AGREE to participate in the Activities only while wearing the protective and safety equipment required, to follow the instructions of the guides and, if I believe it unsafe, to immediately discontinue my participation. I represent that I am qualified, in good health, and in proper physical condition to participate in the Activities.

I UNDERSTAND that I have the duty to act as a reasonably prudent person when participating in the Activities.

I UNDERSTAND that the Activities in their various forms are INHERENTLY DANGEROUS AND HAZARDOUS and involve serious risks, many of which are inherent and may not be eliminated by the use of ordinary care. Those inherent risks include but are not limited to, the following:

WHITEWATER RAFTING AND ACTIVITIES involve travel on or being in whitewater rivers and streams in different crafts at varying water levels and use of rafting equipment including paddles, oars, personal floatation devices, and helmets.

KAYAK AND DUCKIE ACTIVITIES involve travel on or being in whitewater rivers, streams, or lakes in different crafts at varying water levels and use of rafting equipment including paddles, personal floatation devices, and helmets.

TREE TOPS CANOPY TOUR LLC, GRAVITY ZIP LINES, AND TIMBERTREK ADVENTURE PARK involve travel on Zip Lines (sliding on elevated steel cables using safety harnesses and associated hardware during which the participant may be required to control the speed of travel by grasping the cable with leather gloves or must pull themselves along); Sky Bridges (walkways high in the forest canopy supported by steel cables); other obstacles (including inclined bridges, rope swings, climbing, rappelling, hiking over uneven terrain) and related activities.

FLOAT FISHING TRIPS involve travel on or wading or otherwise being in whitewater rivers, streams, or lakes at varying water levels and use of equipment including rafts, oars, personal floatation devices, and fishing tackle.

SUMMERSVILLE LAKE ACTIVITIES involve pontoon boating, kayaking, stand up paddle boarding, swimming, floating, snorkeling, jumping, hiking, falling and climbing up and down steep slopes, rocks and cliffs with and without the assistance of ropes.

MOUNTAIN BIKING involves riding bicycles or electric assist bicycles over roads and trails or through rugged terrain which may or may not be designed or maintained for that purpose.

PAINTBALL involves participants shooting at each other with air powered paintball guns of various types; being hit by paintballs shot by others; running, jumping, crawling, climbing, falling, and hiding.

LASER TAG involves participants shooting at each other with battery laser guns of various types; being hit by lasers shot by others; running, jumping, crawling, climbing, falling, and hiding.

CLIMBING, RAPPELLING and HIKING involve hiking and climbing up and down steep slopes, rocks and cliffs, with and without the assistance of ropes.

TEAM BUILDING involves participation in a variety of tasks, activities and exercises with others to enhance personal self-development, to engage in positive communications, to learn leadership skills, and to practice in effectively working closely together as a team to solve problems and overcome obstacles.

I UNDERSTAND that these Activities involve substantial risks including, but not limited to, risks associated with the conditions in which the Activities take place; travel on or being in whitewater rivers, streams, lakes, whitewater rapids and changing water flows; travel through and over rough and uneven terrain by foot, bike, conveyances, or other means; the risk that I may be jolted, jarred, bounced, thrown around, or jerked about; the risk of slipping and/or falling to the ground or into the water while walking, riding, rafting, or climbing, whether or not on uneven terrain, whether or not on a whitewater rapid, whether on the ground or while on a rock face, and whether or not after becoming airborne; the use, misuse, or failure of equipment; collisions with other people or objects; travel at high rates of speed; being struck by rocks, limbs, or other objects falling from above; exposure to sun, wind, rain, lightning, elements, forces of nature, changing weather, changing trail, air, or water conditions; exposure to and bites from insects, snakes or animals; exposure to plants and trees, including poison ivy, poison oak, poison sumac, and other plants which may be poisonous or otherwise dangerous; sunburn, dehydration, heat exhaustion, heatstroke, frostbite, hypothermia, heat cramps or fatigue; and the actions or inactions of other persons, including guides and other participants, including those attributable to inexperience, negligence, carelessness, or mistakes of judgment.

I UNDERSTAND THE NATURE OF THE ACTIVITIES, I AGREE TO THE TERMS CONTAINED IN THE DESCRIPTION OF THE ACTIVITIES, I FULLY ACCEPT AND ASSUME ALL RISKS ASSOCIATED WITH THE ACTIVITIES, AND I ASSUME ALL RESPONSIBILITY FOR LOSSES AND DAMAGES WHICH I MAY SUFFER AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES.

I ACKNOWLEDGE that these Activities involve risks to myself and to others of serious bodily injury, including permanent disability, paralysis and death, emotional injury, and damage or loss of personal property which may be caused by my own actions or inactions, by others, or by the conditions in which the Activity takes place.

I ACKNOWLEDGE that I am responsible for my own safety. I recognize that injuries may occur in remote areas without adequate medical facilities, and that rescue and medical treatment may not be immediately available.

I ACKNOWLEDGE that guides have difficult jobs to perform. They seek safety, but are not infallible. They might be ignorant of a participant's fitness, medical conditions, or abilities. They might mis-judge the weather, the elements, or the terrain. I specifically acknowledge that decisions made by guides, staff, and participants are often made in wilderness, remote, or dangerous settings and are made based on often imprecise, momentary, and subjective perceptions that are subject to errors in judgment.

I ACKNOWLEDGE that there may be other risks not now known to me or not readily foreseeable but I fully accept and assume all such risks, whether or not identified above, and I assume all responsibility for losses and damages which I may suffer as a result of my participation in this Activity.

I ACKNOWLEDGE that Releasees may also have been requested to arrange for my participation in activities or services, including but not limited to lodging, transportation, meals, and activities, provided by others ("Additional Services") and that Releasees have made no representations whatsoever as to the safety or quality of those Additional Services.

I HEREBY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS Releasees, any parent, related and/or subsidiary corporations, partnerships, companies and entities, their respective owners, administrators, directors, agents, officers, volunteers, and employees; and the owners and lessors of the property on which the Activities take place ("Released Parties") from any and all liability, claims, demands, losses, costs and damages arising or to arise, directly or indirectly, or whole or in part, from the Activities or the Additional Services, including transportation to and from the Activities or the Additional Services, excepting those accidents or injuries occurring on National Park Service property during an Activity or Additional Service for which Releasees hold a Commercial Use Authorization ("CUA"), whether resulting from negligence or otherwise, including rescue operations.

I CONSENT to the use without compensation by Released Parties of photographs and video recordings made of me or the minor identified below while participating in the Activities or using the Additional Services and agree that all such materials, including negatives, are the sole property of the Released Parties.

I AGREE that the exclusive venue of any suit or claim against the Released Parties for any reason whatsoever shall be the Magistrate or Circuit Courts of Fayette County, West Virginia; I consent to the jurisdiction of such Courts as to any action against me to enforce this Agreement; and I agree that this Agreement is to be enforced in accordance with the law of the State of West Virginia.

If you have any questions about this form or its contents, or if you have a medical or other condition which may affect your ability to participate in the Activities, please contact a company representative immediately.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ AND HAVE READ AND UNDERSTOOD THE FOREGOING RELEASE OF LIABILITY, WAIVER OF RIGHTS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS;

I UNDERSTAND THAT I WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT;

I WARRANT THAT I AM NOT UNDER THE INFLUENCE OF DRUGS OR ALCOHOL AND THAT I AM AWARE OF NO OTHER IMPEDIMENTS THAT WOULD PREVENT ME FROM ENTERING INTO THIS CONTRACT;

I AM SIGNING IT FREELY AND OF MY OWN FREE WILL AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE NOT STATED HEREIN;

I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY, WAIVER OF RIGHTS, ASSUMPTION OF RISK AND INDEMNITY TO THE GREATEST EXTENT ALLOWED BY LAW; AND

I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD INVALID THE REMAINDER SHALL CONTINUE IN FULL FORCE AND EFFECT.

DUTIES OF A PARTICIPANT

THE WEST VIRGINIA WHITEWATER RESPONSIBILITY ACT

(West Virginia Code § 20-3B-1 through 5)

- (a) Participants have a duty to act as would a reasonably prudent person when engaging in recreational activities offered by commercial whitewater outfitters and commercial whitewater guides in this state.
- (b) No participant may:
 - (1) Board upon or embark upon any commercial whitewater expedition when intoxicated or under the influence of non-intoxicating beer, intoxicating beverages or controlled substances; or
 - (2) Fail to advise the trip leader or the trip guide of any known health problems or medical disability and any prescribed medication that may be used in the treatment of such health problems during the course of the commercial whitewater expedition; or
 - (3) Engage in harmful conduct or willfully or negligently engage in any type of conduct which contributes to or causes injury to any person or personal property; or
 - (4) Perform any act which interferes with the safe running and operation of the expedition, including failure to use safety equipment provided by the commercial whitewater outfitter or failure to follow the instructions of the trip leader or trip guide in regard to the safety measures and conduct requested of the participants; or
 - (5) Fail to inform or notify the trip guide or trip leader of any incident or accident involving personal injury or illness experienced during the course of any commercial whitewater expedition. If such injury or illness occurs, the participant shall leave personal identification, including name and address, with commercial whitewater outfitter's agent or employee.

THE WEST VIRGINIA ZIPLINE AND CANOPY TOUR RESPONSIBILITY ACT

(West Virginia Code §21-15-4 - 1 through 4)

- (a) It is the duty of each participant to participate as instructed by the operator.
- (b) Participants have a duty to act as would a reasonably prudent person when engaging in the sport of ziplining or canopy touring offered by a operator.
- (c) No participant may:
 - (1) Use a zipline or canopy tour without the authority, supervision and guidance of the zipline operator;
 - (2) Drop, throw or expel any object from a zipline or canopy tour except as authorized by the operator;
 - (3) Perform any act which interferes with the running or operation of a zipline or canopy tour; or
 - (4) Engage in any harmful conduct, or willfully or negligently engage in any type of conduct with contributes to cause injury to any person.

Printed Name of Participant _____ Date _____

Signature of Participant _____ Date of Birth _____

Do you need to talk to the trip leader or trip guide about any matters, including medical conditions or medications, as required by the above regulations? Yes____ No____

**PLEASE PRINT
OUTFITTERS ARE REQUIRED BY STATE LAW TO OBTAIN THE FOLLOWING INFORMATION.**

First Name: _____ **Last Name:** _____

Address: _____

Address 2: _____

City: _____ **State:** _____ **Zip:** _____

Phone (H): _____ **Phone (C):** _____

Email: _____

Age: _____

ADULT CONSENT AND ASSUMPTION OF RESPONSIBILITY FOR MINORS

(Required for Participant under the age of 18)

I, the parent/legal guardian of the minor (participant under the age of 18), have read and reviewed the above Release of Liability, Waiver of Rights, Assumption of Risk and Indemnity Agreement and agree to all terms of the same on behalf of the minor to the same extent as if I were signing on my own behalf. I expressly understand that his/her use of equipment and participation in the Activity involves a risk and danger of injury, and it is my express desire that the minor participate in the Activities, risk of injury or death notwithstanding. I give the Released Parties permission to treat the above minor in case of emergency or accident. I understand the nature of the Activities, am familiar with the minor's experience and capabilities, and believe the minor to be qualified to participate. I do further represent and warrant to the Released Parties that I am the natural parent / duly appointed legal guardian of the minor child described herein and am in all respects legally authorized to execute this agreement on behalf of the minor.

Printed Name of Parent or Legal Guardian _____ Relationship to Minor _____

Signature of Parent or Legal Guardian _____ Date _____

Reservation Name: _____ **Reservation #:**