

**WAIVER & RELEASE OF LIABILITY FORM – PARTICIPANT USER AGREEMENT**

**PLEASE READ CAREFULLY.** This is a legal document. If you have any questions, we encourage you to consult with an attorney prior to signing.

In consideration of Blue Ridge Aerial Adventure Park, LLC, Explore Blue Ridge, LLC (d/b/a Blue Ridge Adventure Park), their agents, owners, associates, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Blue Ridge Adventure Park" or "BRAP") furnishing services and/or equipment to enable me to participate in activities associated with or enter upon the lands of BRAP, I hereby voluntarily agree to release, indemnify, discharge, hold harmless, and covenant not to sue BRAP on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and/or estate for any and all claims of liability arising out of their negligence, recklessness, strict liability, breach of contract, intentional acts, or any other act or omission which causes the undersigned illness, injury, death, and damages of any nature in any way connected with my participation in this activity or for being upon the lands of BRAP.

I agree as follows: I fully understand and acknowledge that: (A) outdoor recreational activities such as zip lines, canopy tours, challenge courses, mountain hiking and exploring have inherent risks, dangers, and hazards and such may exist in my use of BRAP property and equipment and my participation in the above mentioned activities; (B) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, strains, fracture, partial and/or total paralysis, death or other ailments that could cause serious disability; exposure to insect and snake bites, exposure to extreme temperatures and inclement weather, slips and falls, encounters with animals such as dogs and bears, collisions with other participants or objects, my physical condition, and injury and illness in remote areas without means of rapid evacuation or adequate medical care; (C) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of BRAP, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. If I choose to participate in BRAP activities, risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, misjudgment of a guide, weather, trail or course conditions, my ability to participate in the activity, risks of falling from high platforms, stands or towers and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and; (D) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of BRAP or by any other person, and that they may arise from foreseeable or unforeseeable causes.

I, on behalf of myself, my personal representatives and my heirs or as parent or legal guardian of the undersigned participant hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify BRAP and their owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which arise out of my use of any equipment or my participation in BRAP activities or on BRAP property. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of BRAP. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which BRAP or its agents is a party shall be the Superior Court in Fannin County, Georgia. I intend that this Agreement be enforceable to the fullest extent provided by law, and in the event that any of the terms set forth in this Agreement or any word, phrase, clause, sentence, part, or provision should be found to be illegal, void, or unenforceable for any reason, such word, phrase, clause, sentence, part, or provision shall be modified or deleted and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement and all other valid provisions shall survive and continue to bind the parties. In addition, I hereby grant permission to BRAP to make and use for promotion or other purposes, photographic records without recourse or compensation to me or anyone else otherwise.

As parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agreed that said minor may participate in BRAP activities, and I sign this release on their behalf. In addition, I give BRAP permission to treat said minor in case of illness, injury, emergency, or accident. Should emergency medical services become necessary for the undersigned participant or minor, the expenses are the sole responsibility of the participant.

BRAP reserves the right to deny service to any person. I hereby agree to follow all rules, regulations, and instructions of BRAP while upon their lands or participation in their activities. I certify that I and any minor on whose behalf I am signing, are physically and mentally capable of participating in these activities. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in BRAP activities or on BRAP property, or else I agree to bear the costs of such injury or damage myself. Should BRAP or anyone acting on their behalf be required to incur attorney's fees or costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

**I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND BY SIGNING IT, AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE BLUE RIDGE ADVENTURE PARK FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I FULLY RECOGNIZE AND UNDERSTAND THAT IF I (OR ANY MINOR ON WHOSE BEHALF I AM SIGNING THIS RELEASE), AM HURT, DIE, OR MY PROPERTY IS DAMAGED, I AM GIVING UP MY RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST BLUE RIDGE ADVENTURE PARK EVEN IF THEY NEGLIGENCELY OR BY SOME OTHER ACT OR OMISSION CAUSE THE INJURY, DAMAGE OR DEATH. I EXPRESSLY ASSUME ALL RISK. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF THE ABOVE PROVISIONS.**

Date of Participation: \_\_\_\_\_ Time: \_\_\_\_\_ Age: \_\_\_\_\_

Printed Name of Participant \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Phone Number \_\_\_\_\_

Signature of Parent/Guardian (If Participant Is Under 18) \_\_\_\_\_ Email Address (Optional) \_\_\_\_\_