

FRENCH BROAD RAFTING AND ZIPLINES, LLC
RELEASE AND WAIVER FROM LIABILITY AGREEMENT
Read Carefully Before Signing

In consideration of the services provided by French Broad Rafting and Ziplines, its members, managers, employees, agents, volunteers equipment suppliers and all other persons acting on its behalf (collectively "FBRZ"), I, in my capacity as the Participant and/or the Responsible Adult for any Minor Participant HEREBY RELEASE and agree to INDEMNIFY FBRZ from any and all liability, claims, demands, actions, causes of action (including but not limited to negligence claims) or other claims of relief arising out of or related to my participation or the participation of a Minor Participant in the **Canyoneering Activity** offered by FBRZ.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I am aware that the Canyoneering Activity has the following inherent risks to me and/or a Minor Participant for whom I am responsible:

- Participation in Canyoneering and related transportation (hereinafter "Canyoneering Activity") has certain inherent risks including, but not limited to, transportation by vehicle to and from the wilderness canyon area, drowning, guide decision making and other actions and inactions, moving water, waterfalls, slippery rocks, hidden rocks and snags in the river and falling rocks or tree limbs;
- I could fall from a height of over 100 feet, resulting in serious injury or death;
- My body parts, including hands and hair, could become entangled in climbing equipment, causing serious injury or death;
- I may not be securely fastened by a guide or employee and may fall, resulting in serious injury or death;
- Equipment could fail; ropes may slip and/or break; harnesses could slip or break, resulting in serious injury or death;
- I may collide with another participant or employee, which may result in serious injury or death;
- I may re-injure a previous injury or exacerbate a pre-existing medical condition;
- I may become sick from the swinging motion resulting in nausea, vomiting, dizziness, or other illness;
- This is an outdoor activity and therefore includes risks associated with exposure to the elements, including lightning, wild animals and insects, as well as heat exhaustion, hypothermia, and related conditions. The Canyoneering Activity takes place in a remote area without medical facilities, and delay may occur in treating health conditions.

This list is provided for illustrative and informative purposes only and is not intended to be exhaustive or to in any manner limit the intended broad reach of this release. This agreement is governed by the laws of the State of North Carolina; if any provision is held invalid, it is agreed that the remaining provisions shall remain in full force and effect. The exclusive venue of any dispute that may arise out of this agreement or otherwise between the parties shall be in Madison County Superior Court, North Carolina.

MEDICAL AUTHORIZATION: I consent to and authorize FBRZ to obtain rescue services and medical care for me and/or the Minor Participant in the event of an injury requiring rescue and/or medical attention. I accept full responsibility for any rescue services, medical or hospital costs incurred by me and/or the Minor Participant. I represent that I have adequate insurance to cover any such costs, or else I agree to bear those costs personally.

PHOTO RELEASE: I agree to allow this organization to photograph or videotape me and the Minor Participant while engaged in the Canyoneering Activity. I understand that the pictures may be used in promoting FBRZ.

I am aware of the inherent risks associated with the Canyoneering Activity. I understand that by participating in the activity, I assume full responsibility for and risk of bodily injury, death or property damage to myself or a Minor Participant. I expressly agree that the above release, waiver and indemnity agreement is intended to be as broad and inclusive as possible.

Name reservation is under: _____ Trip Time: _____ Date: _____

COMPLETE IF PARTICIPANT IS UNDER 18

Minor Participant's Full Name: _____ Age: _____

Address: _____ City: _____ State: _____ Zip: _____

Name of Parent or Legal Guardian (Printed): _____

Signature of Parent or Legal Guardian: _____

I declare that I am the parent, legal guardian and/or physical custodian ("Responsible Adult") of the Minor Participant listed above. I have discussed the terms of this Agreement with the minor and I am assured that he/she understands the risks associated with this Zipline Activity. I agree to indemnify and defend FBRZ for any claim brought by the minor against FBRZ arising out of or related to the minor's participation in the Canyoneering Activity.

COMPLETE IF PARTICIPANT IS 18 OR OVER

Participant's Full Name: _____ Age: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Participant Signature: _____

I have read this release of liability agreement and I understand that I am giving up legal rights by signing it, and I freely and voluntarily do this without any inducement