

RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

(A SEPARATE FORM MUST BE COMPLETED FOR EACH PARTICIPANT)

In consideration of being allowed to participate and/or use the Zip Lines and related facilities provided by River Expeditions, Inc., (the "Activity"), I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in this Activity, which involves travel on Zip Lines (sliding on elevated steel cables using harnesses and associated hardware during which the participant must control the speed of travel by grasping the cable with gloves or during which the participant must pull themselves); the use of elevated walkways, inclined bridges, rope swings, and netting; climbing; rappelling; hiking over rough terrain; and similar activities. I know that the Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, and damage to or loss of personal property which may be caused by my own actions or inactions, by that of others; or by the conditions in which the Activity takes place including, but not limited to, the risks of falling; the failure or misuse of equipment; the risks of injury in remote locations without immediate medical care; collision with other people or objects; injury by insects, snakes or animals; and other risks not now known or not readily foreseeable.

These Activities require the use of a harness and other equipment according to specific directions and my failure to follow the directions and heed the warnings may result in injury. I agree that I am responsible for my actions and decisions and that before participating I must receive specific training in the proper use of the safety equipment and understand the instructions given me. I will only participate while using the harness and equipment as instructed, will follow the instructions of the guides and, if I believe the Activity or my participation unsafe, will immediately discontinue that participation.

The Releasees identified below may also have been requested to arrange for my participation in other activities or the provision of services by others, including lodging or meals ("Additional Services") and I acknowledge that the Releasees have made no representations whatsoever as to the safety or quality of those Additional Services.

I HEREBY RELEASE River Expeditions, Inc., d/b/a Camp Store, Outfitter's Store, Red Dog River Saloon, and The Ridges Zipline and Canopy Tour, any parent, related and/or subsidiary corporations, partnerships, companies and entities; their respective administrators, directors, agents, officers, volunteers, and employees; other participants; sponsors; advertisers; and the owners and lessors of the property on which the Activity takes place (the "Releasees") from all liability, claims, demands, losses, costs and damages arising or asserted to arise, directly or indirectly, in whole or in part, from the Activity or the Additional Services, whether resulting from negligence or otherwise, including rescue operations. **I WILL INDEMNIFY AND HOLD HARMLESS** the Releasees as to all matters for which they are released. **I FULLY ACCEPT AND ASSUME** all risks of my participation in the Activity or the Additional Services, whether or not specifically identified above, and all responsibility for any injury, loss or damage which I suffer.

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

_____ Initials

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SEE THE REVERSE SIDE OF THIS PAGE

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I agree that the exclusive venue of any suit or claim against the Releasees for any reason whatsoever shall be the Magistrate or Circuit Courts of Fayette County, West Virginia; consent to the jurisdiction of such Courts as to any action against me to enforce this Agreement; and consent without qualification to the interpretation and enforcement of this document in accordance with the laws of the State of West Virginia.

I have read the foregoing Release, Assumption of Risk, and Indemnity Agreement; understand that I give up substantial rights by signing it; sign it freely and without any inducement or assurance of any nature not stated herein; intend it to be a complete and unconditional release, assumption of risk and indemnity to the greatest extent allowed by law; and agree that if any portion of this Agreement is held invalid the remainder shall continue in full force and effect.

_____ Printed Name of Participant

_____ Date

_____ Signature of Participant

ADULT CONSENT AND ASSUMPTION OF RESPONSIBILITY FOR MINORS

(Required for Participant under the age of 18)

I understand the nature of the above Activity, I am familiar with the Minor’s experience and capabilities, and believe the Minor to be qualified to participate. I hereby personally accept and undertake, individually and in my own name, all of the obligations stated above specifically including the release, assumption of risk, and hold harmless provisions as to the Releasees of all liability, claims, demands, losses and damages suffered or alleged to have been suffered or incurred by the Minor or to others resulting from injury to the Minor.

_____ Printed Name

_____ Relationship to Minor

_____ Signature

_____ Date

Number of People in Your Group

Person’s Name Your Reservation is Under

Zip Date / /

Date of Birth

/ /

Last Name First Name

Present Address

City State

Zip -

Home Phone - -

e-mail Address

By providing your email address, you hereby authorize the Outfitter to contact you via this medium.