

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 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 **Rafting/Boating Activity** offered by FBRZ.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I am aware that:

- I must wear an approved personal flotation device at all times while on the water;
- Participation in river rafting/boating and related transportation (hereinafter "Rafting/Boating Activity") has certain inherent risks including, but not limited to, transportation by vehicle to and from the river, drowning, guide decision making and other actions and inactions, whitewater rapids, slippery rocks, hidden rocks and snags in the river, flipping of the raft/boat;
- I may fall out of the raft/boat or be washed or knocked from the raft/boat into the river and suffer injury or death;
- I may be injured when jumping off "jump rock" or swimming in "swimmer's rapids";
- I may re-injure a previous injury or exacerbate a pre-existing medical condition;
- I may collide with another participant, employee or equipment, which may result in injury or death;
- There may be a failure of the raft/boat or other equipment used in the Rafting/Boating activity;
- I may develop motion sickness resulting in nausea, vomiting, dizziness, or other illness; and
- 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 river and outpost are located in a remote area without medical facilities, and delay may occur in treating health conditions.
- In light of the rapid development and spread of the novel virus COVID-19 and the resulting pandemic, I understand and acknowledge that naturally occurring disease processes (including, but not limited to, COVID-19) can occur in all environments in which FBRZ's activities take place. I acknowledge that, while FBRZ has taken reasonable measures to avoid contact, transmittal, and exposure of the virus between people, it is ultimately my sole responsibility to ensure that I take appropriate actions to safe-guard myself and/or my child. I understand that I am assuming the risk that I and/or my child may be exposed to a virus and become ill and that it is an inherent risk of participating in the Rafting/Boating Activity.

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 Rafting/Boating Activity. I understand that the pictures may be used in promoting FBRZ.

**I am aware of the inherent risks associated with Rafting/Boating 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 Rafting/Boating 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 Rafting/Boating 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