

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 activities offered by FBRZ.

I understand and acknowledge that the activities I am engaging with FBRZ are designed and intended to be authentic outdoor experiences and are not controlled or managed in a manner that eliminates inherent risks associated with those experiences. Some of those risks are described in this Agreement and are incorporated herein by reference. I acknowledge that the activities are strenuous and dangerous and require a certain degree of physical condition, ability, maturity, and skill. I acknowledge that I am solely responsible for determining my (or my Minor Participant's) suitability to participate in the Activities. I do have (or my Minor Participant has) the requisite skills, qualifications, physical and mental ability, and training necessary to properly and safely participate in the Activities. **I understand that these activities are not rides or amusement devices with guaranteed or controlled outcomes but are extreme sports which are not in my or other's control.** I also understand that the water elements are not regulated or treated as swimming pools or water rides.

I further understand and agree that FBRZ shall have no duty to warn me of or to remedy any natural or manmade risks, dangers, or hazards. I (or my Minor Participant) share(s) responsibility for my (his/her) safety and will follow instructions, make reasonable decisions, and act responsibly. FBRZ cannot ensure my (or my Minor Participant's) safety and does not seek to eliminate all of the risks of the activities because they contribute to the authenticity of the experience and are inherent to the very nature of the activities. I choose to voluntarily participate (or allow my Minor Participant to participate) and observe the activities despite all risks. **I assume all inherent and other risks and accept responsibility for any property damage and loss and for any personal injury, illness, disability, emotional distress, and death that I (or my Minor Participant) may suffer, whether described or not.**

RAFTING ACTIVITIES

I am aware that the Whitewater and Calm Water Activities have the following inherent risks to me and/or a Minor Participant for whom I am responsible:

- 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.
- There is an inherent risk of exposure to COVID or other viruses.
- I acknowledge the Participant Requirements for this Activity posted at FBRZ and on the website: www.frenchbroadadventures.com

CANYONEERING, CLIMBING, AND ZIPLINE ACTIVITIES

I am aware that the Canyoneering, Climbing, and Zipline Activities have the following inherent risks to me and/or a Minor Participant for whom I am responsible:

- I could fall from a height, resulting in serious injury or death;
- My body parts, including hands and hair, could become entangled in equipment, causing injury, pain, and disfigurement;
- I may not be securely fastened by myself, an employee, or another person and may fall, resulting in serious injury or death;
- 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;
- 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;
- These are outdoor activities 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.
- I could be injured or killed while being transported to or from any Activity;
- I may slam into a tree, platform or landing area, or miss the platform, resulting in injury and/or events leading to injury or death;
- There is an inherent risk of exposure to COVID or other viruses.
- I acknowledge the Participant Requirements for this Activity posted at FBRZ and on the website: www.frenchbroadadventures.com

These lists are provided for illustrative and informative purposes only and are not intended to be exhaustive or to in any manner limit the intended broad reach of this release.

I am aware of the inherent risks associated with each of the Activities listed in this Agreement. 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.

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. **I understand that FBRZ does not provide medical services other than basic first aid.**

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.

ADDITIONAL PROVISIONS: This Agreement is governed by North Carolina law. I and my Minor Participant consent to jurisdiction in Madison County, North Carolina and agree that Madison County is the exclusive jurisdiction of any suit I or my Minor Participant may bring against FBRZ.

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 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 Activities.

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.