

# PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Cool River Tubing Co., Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "CRT"), I hereby agree to release, indemnify, and discharge CRT, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that river tubing entails known and unanticipated risk that could result in physical or emotional injury, paralysis, death or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** tubing-current will be encountered; your tube could turn over and/or you could have to swim risking collision with rocks and entanglement in trees; head injuries can occur; you can slip or fall during a hike, resulting in damage to equipment or personal injury; exposure to the natural elements can be uncomfortable and/or harmful; you should be aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke and heat cramps; also prolonged exposure to cold water can result in hypothermia; exposure to potentially dangerous wildlife, insects and/or plants; and accidental drowning is also a possibility.

Furthermore, CRT employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being use might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless CRT from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of CRT's equipment or facilities, **including any such claims which allege negligent acts or omissions of CRT.**
4. Should CRT or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against CRT, I agree to do so solely in the state of Georgia, and I further agree that the substantive law of Georgia shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against CRT on the basis of any claim from which I have released them herein.**

**I have sufficient opportunity to read this document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

## PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

**(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name) (hereinafter referred to as "Minor") being permitted by CRT to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless CRT from any and all claims which are brought by, or on behalf of Minor, and which in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name \_\_\_\_\_ Date: \_\_\_\_\_

By signing this waiver I (and/or for the child or children with me or Minor) have freely and voluntarily elected to slide at the waterslide or using the facility at ALPINE CREST. I (and/or for the child or children with me or the Minor) fully understand the possible hazards of sliding on the water-slide. I (and/or for the child or children with me or the Minor) understand that I (and/or for the child or children with me or the Minor) may be injured or killed as a result of the hazards inherent in recreational sliding. I (and/or for the child or children with me or the Minor) assume all risks and accept full and complete responsibility for any damages or injuries of any kind or nature which may occur to me (and/or for the child or children with me or the Minor) while participating in sliding at the waterslide or using the facility at ALPINE CREST. I (and/or for the child or children with me or the Minor) further understand that by signing this waiver I (and/or for the child or children with me or the Minor) do hereby, for myself (and/or for the child or children with me or the Minor) my/their heirs, executors, administrators and legal representatives release and forever discharge ALPINE CREST its directors, officers, stockholders, agents, and employees from any and all claims or causes of action for personal injury, death or property damages resulting from my (and/or for the child or children with me or the Minor) activities in connection with sliding on the waterslide or using the damages resulting from my (and/or for the child or children with me or the Minor) activities in connection with sliding on the waterslide or using the facility at ALPINE CREST.

By signing this waiver, I (and/or for the child or children with me or the Minor) give COOL RIVER TUBING permission to take my (and/or the child or children with me or the Minor) photograph while tubing.

By signing this waiver, I also release the right to use of any photographs taken of me (and/or for the child or children with me or the Minor) by COOL RIVER TUBING or ALPINE CREST for use of advertisement or media publication.