The Gorge, LLC Participant Agreement

Including Assumption of Risk and Agreements for Waiver of Liability, Release and Indemnification

Adult Participant Information (18 and older): Full Name:	Date of Birth:		
Address:			
(street)	(city)	(state)	(zip code)
Phone: () Email:			
Minor Participant Information:			
Full Name:	Date of Birth:		
Address:			
(street)	(city)	(state)	(zip code)
Phone: () Email:			
Relationship to Adult Participant:			

This Participant Agreement ("Agreement") is a contract between the Participant, individually and on behalf of the Minor Participant and The Gorge, LLC. This Agreement must be signed by any adult participant (18 year of age or older). If the Participant is a minor (under 18 years of age), his or her parent, legal guardian, or a chaperone designated by a parent (each used interchangeably and referred to as "Responsible Adult") must sign, for himself or herself and on behalf of the Minor Participant.

Please read this Agreement carefully. Your signature below indicates that you have read and understand every provision of this Agreement, and that you unequivocally agree to all terms, conditions, and promises herein.

In consideration of the services, activities and events provided by The Gorge, LLC, its agents, owners, managers, members, officers, volunteers, participants, employees, and all other persons, assignees, or entities acting in any capacity on its behalf, (hereinafter collectively referred to as "The Gorge"), I, in my capacity as the Participant and/or the Responsible Adult acknowledge and understand as follows:

Range of Activities: This Agreement applies to all activities, services and events provided, sponsored, authorized or allowed by The Gorge (collectively "Activities"). These Activities will include, but not be limited to the following:

• Zip Line Tree Top Canopy Tours –. Participants will 1) zip on high elevation cable traverses, assisted by protective equipment, from one high elevation tree-mounted platform to another, 2) walk across high elevation suspension/rope bridges, and 3) rappel from high elevation tree-mounted platforms. There will also be associated hiking and some vehicle transportation. Participants are allowed to move about the premises where Activities are located. Participants will be transported from Activities in vehicles operated by The Gorge. Participants may also be required to climb steep ladders or staircases, to climb and descend steep grades and walk lengthy and uneven terrain.

It is the responsibility of Responsible Adult to accompany his/her Minor Participant at all times, being immediately available when needed, whether for physical support, mental, or emotional support, or to make decisions on behalf of the Minor Participant, including medical decisions. If either the Minor Participant or the Responsible Adult are required or choose to withdraw from the Activities, the other must also immediately withdraw. The Responsible Adult accepts this additional responsibility by signing below.

<u>Description of Risks</u>: The Participant will be exposed to a variety of physical, emotional, and psychological risks, many of which are inherent to the Activities and cannot be eliminated without changing the nature, value, and appeal of the Activities. These risks include, but are not limited to injuries, fears and/or death resulting from the risks of falling, tripping, colliding into stationary and non-stationary objects, lightning, heights, and of using cables, ropes, ladders, benches, and high elevation platforms.

The Participant understands that the Activities occur in a remote mountain location, where the terrain, weather, and nature will be an integral part of the Activities. The Participant also understands that the Activities include the use of a variety of types of gear and equipment, including, but not limited to, helmets, harnesses, lanyards, pulleys, ropes, ascension devices, belay devices, and lowering devices, any of which could create a risk of injury or death. Injuries or death may occur in spite of the reasonable efforts taken by The Gorge and their staff to prevent them.

The Participant understands that medical care may be delayed for many hours due to inaccessibility and in the event of an incident, rescue and medical treatment may not be immediately available. I acknowledge and agree that I AM ULTIMATELY RESPONSIBLE for my own safety and the safety of my Minor Participant during my participation in The Gorge Activities.

<u>Preexisting Medical Conditions:</u> Participant's medical condition prior to participating in the Activities could lead to additional risks of injuries or death. Participant should consult with a medical professional prior to participation if he or she believes a medical condition may be worsened by participation in the Activities. The Activities are designed for participants of average mobility and strength who are in reasonably good physical health. Obesity, high blood pressure, epilepsy, pregnancy, cardiac and coronary artery disease, pulmonary problems, arthritis, tendonitis, and other joint and muscular-skeletal problems may impair your ability to

enjoyment of the Activities as they suffer from these or any safety, or other reasons. Medical Conditions/Allergi	s well. The Participant shall fully in related illnesses. The Gorge reserv	nform The Gorge staff in we wes the right to exclude pa	ling a fear of heights, may impact your vriting prior to beginning any Activities if rticipation of any Participant for medical, at all times):
as follows: 1. I hereby release property on which the any liability for claims including any such claim hereby released and in the Released Parties. 2. I acknowledge and otherwise, and who negligent acts or omiss 3. I consent to The an injury, illness or accidinformation to third part hospital, medical or othe enrollment or participatid. 4. I certify that I has agree to bear the costs of I certify that I was drugs or alcohol while part drugs or alcohol while part agree that The educational or other purt. 7. I agree that the my or the Minor Particip Carolina. 8. I agree that sho not so judged shall never. 9. This Agreement subject matter hereof.	e, indemnify, defend, and hold ha Activities are conducted (collective that may arise out of or relate in a ms made by me, my heirs, assigns demnified include, but are not lineared voluntarily assume all risks of ether or not described above, including of other participants or staff Gorge either administering or obtainent requiring medical attention, and ites reasonably necessary for the progress of the Activities; including evacuation the Activities; including evacuation adequate insurance to cover any for such injury or damage myself. Weigh between 70 and 250 pounds articipating in any activity at The Gorge may use video or other photogoses, and I hereby consent to such laws of the State of North Carolina's ant's participation in the Activities of the State of North Carolina's ant's participation in the Activities of the State of North Carolina's ant's participation in the Activities of the State of North Carolina's ant's participation in the Activities of the State of North Carolina's ant's participation in the Activities of the State of North Carolina's ant's participation in the Activities of the State of North Carolina's ant's participation in the Activities of the State of North Carolina's ant's participation and and in effect. It is fully integrated and supersedes and y understand, and hereby agree to the state of North Carolina's quality integrated and supersedes and y understand, and hereby agree to the state of North Carolina's quality integrated and supersedes and y understand, and hereby agree to the state of North Carolina's quality integrated and supersedes and y understand, and hereby agree to the state of North Carolina's quality integrated and supersedes and y understand, and hereby agree to the state of North Carolina's quality integrated and supersedes and y understand, and hereby agree to the state of North Carolina's quality integrated and supersedes and y understand, and hereby agree to the state of North Carolina's quality integrated and supersedes and y understand, and hereby agree to t	rmless The Gorge and Tovely the "Released Particlary way to my enrollment, and/or representative inited to, claims of neglige of illness, injury and deall duding those which may including gross neglige in ming medical care for medical care for medical care. If her loss arising from or reson, and medical treatment injury or damage I may constant among the interest of the interest	and/or the Minor Participant in the event of release of any and all personal health accept sole financial responsibility for any elating to my or the Minor Participant's at. ause or suffer while participating, or else I fluence of, nor will I use any recreational derivatives.
Signature		Age	Today's Date
	Responsible Adult Agr	eement, Release, and Wa	aiver
signed the Agreement attac assured by the Minor Partic	ched hereto. I have discussed the cipant that s/he understands the	terms of this Agreemer Agreement, assumes the	he Minor Participant. who has already nt with the Minor Participant and I am e risks of the Activities, and has freely articipate in the Activities provided by
any claim the Minor Partici The Gorge Activities. I fur maximum extent allowed b representative. This Relea- negligence asserted agains I further agree that I accept	ipant may have arising from or re ther agree to indemnify, defend a by law, for any claims or suits brow se and Indemnity agreement incl t The Gorge, the Released Parties	lating to the Minor Part nd hold harmless The G ught by or on behalf of tl udes, but is not limited t , and other participants	provided in the Agreement above, from icipant's enrollment and participation in orge and the Released Parties, to the he Minor Participant, his heirs, assigns, or to, any claims of negligence and/or gross or third parties. to, and ensure the safety of, the Minor
Signature	Print Name_		Today's Date//
For Office Use Only:			
Trip Time:Reservation #:Participant Weight:	- - within 70-250 lbs	outside of 70-250 l	lbs