



**Based on the foregoing and by signing below, I, as the Participant and/or as the Responsible Adult, agree as follows:**

1. I hereby release, indemnify, defend, and hold harmless The Gorge and the owner(s) of the property on which the Activities are conducted (collectively the "Released Parties") from, and agree not to sue them for, any liability for claims that may arise out of or relate in any way to my enrollment or participation in Activities, including any such claims made by me, my heirs, assigns, and/or representatives and/or by any third-party. The claims hereby released and indemnified include, but are not limited to, claims of negligence or gross negligence against any of the Released Parties.
2. I acknowledge and voluntarily assume all risks of illness, injury and death associated with the Activities, inherent and otherwise, and whether or not described above, including those which may result from the negligent or grossly negligent acts or omissions of other participants or staff including gross negligence.
3. I consent to The Gorge staff either administering or obtaining medical care for me and/or the Minor Participant in the event of an injury, illness or accident requiring medical attention, and I further consent to the release of any and all personal health information to third parties reasonably necessary for the provision of medical care. I accept sole financial responsibility for any hospital, medical or other costs arising out of an injury or other loss arising from or relating to my or the Minor Participant's enrollment or participation the Activities; including evacuation, and medical treatment.
4. 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.
5. I certify that I weigh between 70 and 250 pounds and am not under the influence of, nor will I use any recreational drugs or alcohol while participating in any Activities or being on the property at The Gorge.
6. I agree that The Gorge may use video or other photographic images of me and/or the Minor Participant for marketing, educational or other purposes, and I hereby consent to such use, without compensation.
7. I agree that the laws of the State of North Carolina shall govern this Agreement and that any dispute or claim arising out of my or the Minor Participant's participation in the Activities can only be brought in District or Superior Court in Polk County, North Carolina.
8. I agree that should any part of this Agreement be judged invalid by a court with proper jurisdiction that all other parts not so judged shall nevertheless remain valid and in effect.
9. This Agreement is fully integrated and supersedes any oral or written expressions between the Parties regarding the subject matter hereof.
10. I have read, fully understand, and hereby agree to the terms of this Agreement, and I understand the nature of the Activities I will be participating in.

Signature \_\_\_\_\_ Age \_\_\_\_\_ Today's Date \_\_\_\_\_

**Responsible Adult Agreement, Release, and Waiver**

I am a parent guardian (check one) of \_\_\_\_\_, the Minor Participant, who has already signed the Agreement attached hereto. I have discussed the terms of this Agreement with the Minor Participant and I am assured by the Minor Participant that s/he understands the Agreement. On behalf of the Minor Participant, as the Responsible Adult, I assume the risks of the Activities and freely accepted the terms of this Agreement. Further, I give the Minor Participant permission to participate in the Activities provided by The Gorge.

My signature below reflects my agreement to fully release the Released Parties, as provided in the Agreement above, from any claim the Minor Participant may have arising from or relating to the Minor Participant's enrollment and participation in Activities. I further agree to indemnify, defend and hold harmless The Gorge and the Released Parties, to the maximum extent allowed by law, for any claims or suits brought by or on behalf of the Minor Participant, his heirs, assigns, or representative. This Release and Indemnity agreement includes, but is not limited to, any claims of negligence and/or gross negligence asserted against The Gorge, the Released Parties, and other participants or third parties. I further agree that I accept full and sole responsibility to look out for, provide care to, and ensure the safety of, the Minor Participant on whose behalf I am executing this Agreement, or designate \_\_\_\_\_ to do the same.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Today's Date \_\_\_\_/\_\_\_\_/\_\_\_\_

For Office Use Only:

Trip Time: \_\_\_\_\_

Reservation #: \_\_\_\_\_

Participant Weight: \_\_\_\_ within 70-250 lbs \_\_\_\_ outside of 70-250 lbs