| *For NOC use only* | |
|---|---|
| Activity Time: _____ | Rsv Party Name: _____ |
| # in Party:_____ | Account Number:_____ |
| Activity Type: _____ | |

# NANTAHALA OUTDOOR CENTER, INC
# PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT
# ***READ BEFORE SIGNING***

In consideration of being allowed to participate in any way in the program, related events and activities, I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.
2. I **KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation.
3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS NANTAHALA OUTDOOR CENTER, INC.**, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, the United States, Tennessee Valley Authority, Southeast Local Development Corporation, the State of Tennessee and, if applicable, owners and lessors or premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE,** to the fullest extent permitted by law.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT FULLY AND UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I ALSO UNDERSTAND THAT I SHOULD NOT AND MAY NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.**

_____
*DATE*

_____ _____
*PARTICIPANT'S SIGNATURE* *PRINTED NAME OF PARTICIPANT*

_____ _____
*STREET ADDRESS* *E-MAIL ADDRESS (optional)*

_____
*CITY* *ST* *ZIP*

**FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF EVENT)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

_____ _____
*DATE* *PARTICIPATING MINOR'S DATE OF BIRTH*

_____ _____
*SIGNATURE of PARENT OR GUARDIAN* *PARTICIPATING MINOR'S AGE*

_____
*PRINTED NAME*