

## 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 Green River Adventures. This Agreement must be signed by all adult participants (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. You ("Participant") are encouraged to consult with legal counsel if you have questions regarding this Agreement, including any questions relating to the permissible scope of a parent, legal guardian, or appointed chaperons' authority to sign on behalf of a child. Your signature below indicates that you understand every provision of this Agreement and that you unequivocally agree to all terms, conditions, and promises herein.

In consideration of the services provided by STB Holdings, LLC, d/b/a Green River Adventures, its agents, owners, officers, managers, members, volunteers, participants, employees, and all other persons, assignees, or entities acting in any capacity on its behalf, (hereinafter collectively "GRA"), I, in my capacity as the Participant and/or the Responsible Adult acknowledge and agree as follows.

**Description of Activities:** This Agreement applies to all activities, services and events offered, sponsored, authorized or allowed by GRA (collectively "Activities"). GRA's Activities include, but are not limited to the following:

- \*\* Whitewater Kayaking
- \*\* Rappelling
- \*\* Fly Fishing
- \*\* Hiking
- \*\* Equipment Rentals

Participant understands and acknowledges that these Activities present a wide range of unpredictable and unpreventable dangers over which GRA has no control. These dangers include 1) exposure to fast-moving, unpredictable, very cold, and very dangerous whitewater with visible and submerged rocks and other objects, 2) walking and climbing over wet and slippery surfaces, terrain and trails on your own or while carrying kayaks or other equipment, 3) climbing ladders, stairs and other surfaces that may be steep, wet and slippery, 4) possible exposure to stinging and biting insects and snakes, and 5) lightning. Participants may be transported by motor vehicles operated by GRA. GRA reserves the right to expand its Activities beyond those listed herein, and this Agreement applies to Activities not specifically set forth herein.

The Minor Participant is the sole responsibility of the Responsible Adult. GRA retains the right, in its sole discretion, to refuse to provide Activities to any Minor Participant for any reason, including but not limited to the level of supervision of the Minor Participant, his or her age, maturity, behavior, and/or conduct. If the Responsible Adult is not participating in GRA Activities with the Minor Participant, the Responsible Adult must stay on the premises and be 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. The Responsible Adult accepts this additional responsibility by signing below.

**Description of Risks:** Participant understands and acknowledges that the Activities will include exposure to physical, emotional, and psychological risks, many of which are inherent to the Activities and cannot be eliminated without changing their nature, value, and appeal. Physical risks include, but are not limited to scrapes, cuts, bruises, insect and reptile bites/stings, dehydration, heat exhaustion, hypothermia, broken bones, concussions, sprains, head and spine injuries and death. Emotional and psychological risks include, but are not limited to, hurt feelings, panic, fear, (most notably, fear of heights, fear of water and/or drowning.)

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. Medical care may be delayed for many hours. The Activities include the use of a variety of types of gear and equipment, including, but not limited to, helmets, harnesses, kayaks, paddles, lifejackets, lanyards, pulleys, ropes, ascension devices, and belay and lowering devices, any of which present a risk of injury or death. Injuries or death may occur in spite of the reasonable efforts taken by Green River Adventures and their staff to prevent them.

**I acknowledge and agree that I AM ULTIMATELY RESPONSIBLE for my own safety and the safety of the Minor Participant during my participation in GRA Activities.**

For Office Use Only:  
Trip Date / Time \_\_\_\_\_ / \_\_\_\_\_

**Preexisting Medical Conditions:** Participant's medical condition prior to participating in the Activities may 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. Activities are designed for participants of average mobility and strength in reasonably good 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 the safety and well being of participants. Certain psychological and emotional conditions may impact the Participant's enjoyment of the Activities. It is the Participant's sole responsibility to inform GRA in writing prior to beginning any Activities if they suffer from these or any other similar condition. GRA reserves the right to exclude participation of any Participant for medical, safety, or other reasons.

**Medical Conditions/Allergies:** \_\_\_\_\_

**Medications needed at a moment notice (must accompany Participant/Chaperon at all times):** \_\_\_\_\_

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

- RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT:** I hereby release, indemnify, defend, and hold harmless GRA (as defined above) and the owner(s) of the property on which the Activities are conducted (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 the GRA 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.
- ASSUMPTION OF RISKS:** 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.
- Authorization for Medical Care:** I consent to and authorize GRA to administer or obtain medical care for me and/or the Minor Participant in the event of an injury, illness or accident requiring medical attention. I further consent to the release of any and all personal health information of mine, or the Minor Participant 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 in the Activities; including evacuation, and medical treatment.
- 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 agree that GRA 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.
- 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 or out of this Agreement shall only be brought in the Superior Court in Polk County, North Carolina.
- 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.
- 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  chaperone (check one) of \_\_\_\_\_, the Minor Participant. I have discussed the terms of this Agreement with the Minor Participant, and I am assured he/she understands the Agreement, assumes the risks of the Activities, and has freely accepted the terms of this Agreement. I give the Minor Participant permission to participate in the Events provided by GRA.

My signature below reflects my agreement to fully release GRA and the Released Parties, as provided in the Agreement above, from any claim which I may have, and, to the fullest extent allowable by law, to release such persons on behalf of the Minor Participant for any claim he/she minor may have.

I further agree to indemnify, defend and hold harmless GRA and the Released Parties, to the maximum extent allowed by law, for any claims brought by or on behalf of the Minor Participant or his/her heirs, assigns, and/or representatives. arising from the Minor Participant's enrollment or participation in the Activities of GRA. This Release and Indemnity Agreement includes, but is not limited to, claims of negligence and gross negligence by GRA, the Released Parties, and other participants or third parties. I further agree that it is my duty to look out for, provide care to, and ensure the safety of, the minor on whose behalf I am executing this Agreement.

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