Applied Adventure Participant	<b>3</b> ,		
Including Assumption of Risk and Agreements for	_	and Indemnifica	ation
Adult Participant Information (18 and older): Full Name:	Date of B	Date of Birth:	
Address:			
Address:(street) Phone: ()Email:	(city)	(state)	(zip code)
Minor Participant Information: Full Name:		irth:	
Address:			
Address:(street) Phone: ()Email:	(city)	(state)	(zip code)
Relationship to Adult Participant:			
This Participant Agreement ("Agreement") is a contract between the and Applied Adventure - The Gorge, LLC ("The Gorge"). This Agreem older). If the Participant is a minor (under 18 years of age), his or he referred to as "Responsible Adult") must sign, for himself or herself a	nent must be signed by any adult pa er parent or legal guardian (each us and on behalf of the Minor Particips	articipant (18 year red interchangeabl ant.	of age or yand
Please read this Agreement carefully. Your signature below indicate Agreement, and that you unequivocally agree to all terms, conditions	es that you have read and understa s, and promises herein.	nd every provisior	n of this
In consideration of the services, activities and events provided by Th volunteers, participants, employees, and all other persons, assignees the Participant and/or the Responsible Adult, acknowledge and unde	s, or entities acting in any capacity o		
Range of Activities: This Agreement applies to all activities, service Gorge (collectively "Activities"). These Activities will include, but no		authorized or allo	wed by The
Zip Line Tree Top Canopy Tours – Participants will 1) zip on from one high elevation tree-mounted platform to another, rappel from high elevation tree-mounted platforms. There were the property of the	<ol><li>walk across high elevation susper</li></ol>	ension/rope bridge	es, and 3)

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.

While participating in the Activities, the Minor Participant is the sole responsibility of the Responsible Adult or chaperone designated in writing by the Responsible Adult ("Chaperone"). The Gorge 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 or Chaperone is not participating in Activities with the Minor Participant, the Responsible Adult or Chaperone must stay on The Gorge 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 or delegates this additional responsibility by signing below.

**Description of Risks**: 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 nonstationary 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, braking 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 Activities.

I also understand and acknowledge that naturally occurring disease processes (including, but not limited to, the currently widespread novel virus COVID-19) can occur in all environments including on the grounds, facilities, and equipment of The Gorge. I acknowledge and agree that it is ultimately my sole responsibility to take all steps necessary to safeguard myself from possible exposure. I understand and acknowledge that The Gorge has implemented certain requirements and procedures in accordance with the guidance provided by the Centers for Disease Control and the North Carolina Department of Health and Human Services, as applicable, and I agree to comply with all protocol established by The Gorge to limit the transmission of COVID-19. Notwithstanding the foregoing, I understand and agree that by engaging in participation at The Gorge, I am accepting and assume the risk I may be exposed to COVID-19 or other disease processes.

<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 participate in the Activities safely. Certain psychological and emotional conditions, including a fear of heights, may impact your enjoyment of the Activities as well. The Participant shall fully inform The Gorge staff in writing prior to beginning any Activities if they suffer from these or any related illnesses. I agree that The Gorge retains the right at any time, for any reason, an in its sole discretion to refuse to provide Activities to me or any Minor Participant for whom I am the Responsible Adult.

Medical Conditions/Allergies:
Medications needed at a moment notice (must accompany Participant/Chaperone at all times):

Based on the foregoing and by signing las follows:	-	
<ol> <li>I hereby release, indemnify, defended Activities are conducted (collectively the "It that may arise out of or relate in any way to by me, my heirs, assigns, and/or represent indemnified include, but are not limited to indemnified include, but are not limited to I acknowledge and voluntarily assured and otherwise, and whether or not describ negligent acts or omissions of other particition.         <ol> <li>I consent to The Gorge staff either addrevent of an injury, illness or accident requiring information to third parties reasonably necess hospital, medical or other costs arising out of a cenrollment or participation the Activities; incl.</li></ol></li></ol>	Released Parties") from, and agree of my enrollment or participation in atives and/or by any third-party. It claims of negligence or gross negligence all risks of illness, injury and deed above, including those which mapants or staff including gross negligenistering or obtaining medical care genedical attention, and I further constary for the provision of medical care. In injury or other loss arising from or unding evacuation, and medical treatmore to cover any injury or damage I may ge myself.  Ind 250 pounds and am not under the divities or being on the property at The or other photographic images of me at onsent to such use, without compensatorth Carolina shall govern this Agreen the Activities can only be brought in I	Activities, including any such claims made The claims hereby released and gence against any of the Released Parties. eath associated with the Activities, inherent by result from the negligent or grossly gence. For me and/or the Minor Participant in the ent to the release of any and all personal health. I accept sole financial responsibility for any relating to my or the Minor Participant's ent. I cause or suffer while participating, or else I dinfluence of, nor will I use any recreational er Gorge. Ind/or the Minor Participant for marketing, tion. In the ment and that any dispute or claim arising out of district or Superior Court in Polk County, North
not so judged shall nevertheless remain valid and 9. This Agreement is fully integrated and	and in effect.	with proper jurisdiction that all other parts essions between the Parties regarding the
subject matter hereof.  10. I have read, fully understand, and here Activities I will be participating in.	reby agree to the terms of this Agreem	ent, and I understand the nature of the
Signature	Age	Today's Date
Responsi	ble Adult Agreement, Release, and \	Waiver
assume the risks of the Activities and freely acceptance permission to participate in the Activities proved My signature below reflects my agreement to from any claim the Minor Participant may have arising Activities. I further agree to indemnify, defendented allowed by law, for any claims or suits be representative. This Release and Indemnity agreeligence asserted against The Gorge, the Release I further agree that I accept full and sole response Participant on whose behalf I am executing this	ided by The Gorge.  ully release the Released Parties, as ng from or relating to the Minor Pad and hold harmless The Gorge and rought by or on behalf of the Minor preement includes, but is not limited eased Parties, and other participannsibility to look out for, provide car	s provided in the Agreement above, from rticipant's enrollment and participation in the Released Parties, to the maximum Participant, his heirs, assigns, or d to, any claims of negligence and/or gross ts or third parties. The 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	lbsoutside of 70-250	O lbs