

Applied Adventure - 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/or on behalf of the Minor Participant and Applied Adventure - The Gorge, LLC ("The Gorge"). 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 or legal guardian (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, its agents, owners, managers, members, officers, volunteers, participants, employees, and all other persons, assignees, or entities acting in any capacity on its behalf, 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.

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 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 transportation by Gorge vehicles and 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.

Preexisting Medical Conditions: 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, 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 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. This Participant Agreement remains valid and enforceable unless revoked in writing by the undersigned and delivered to The Gorge prior to participation in any Activities.

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