

FRENCH BROAD RAFTING AND ZIPLINES, LLC  
RELEASE AND WAIVER FROM LIABILITY

Read Carefully Before Signing

For the consideration of being permitted to participate in French Broad Rafting and Ziplines (FBRZ), I and each of my heirs, personal representatives, guardians, conservators, agents, successors and assignees, HEREBY RELEASE AND HOLD HARMLESS the following persons and entities (these entities are collectively referred to herein as "FBRZ"): FBRZ and its owners and operators, a North Carolina LLC, and its shareholders, officers, owners, employees, insurers, agents, volunteers, successors and assignees, and any of their subsidiaries, respective members, shareholders, directors, officers, and related persons and entities, in their official and individual capacities. I specifically release these entities from any and all liability, claims, demands, actions, causes of action (including but not limited to negligence), claims of relief, or injuries to myself or a minor related to or arising from my or the minor's participation in French Broad Rafting and Ziplines, or me or the minor's presence at the FBRZ's facilities. I, each of my heirs, personal representatives, guardians, agents, conservators, successors and assignees, agree: a) not to make a claim against or sue FBRZ or attach property of FBRZ; b) to waive any and all claims of mine or the minor's against FBRZ; and c) to defend, indemnify, and hold harmless FBRZ for injury, death, or property damage caused by, resulting from or in any way related to my or the minor being a participant with FBRZ or otherwise resulting from my presence at the FBRZ's facility, whether or not such injury, death, or property damage was caused by the negligence of the FBRZ or FBRZ's staff. In the event I, or a representative on my or the minor's behalf, take any legal action against the FBRZ that is contrary to the terms of this Release, I agree to be responsible for all attorney fees and costs that FBRZ incurs in defending such legal action, including any ultimate verdict or settlement. The exclusive venue of an any dispute that may arise out of this agreement or otherwise between the parties to which FBRZ or its agents is a party shall be either Madison County Superior Court, North Carolina or the United States District Court for the Western District of North Carolina.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I am aware that:

- Participation in river rafting/boating and related transportation (hereinafter "Rafting/Boating Activity") has certain inherent risks including, but not limited to, transportation by vehicle to and from the river, guide decision making and other actions and inactions, drowning, whitewater rapids, slippery rocks, hidden snags in the river, flipping of the raft/boat;
- I may fall out of the raft/boat or be washed or knocked from the raft/boat into the river;
- I may re-injure a previous injury;
- I must wear an approved personal flotation device at all times while on the water;
- I may collide with another participant, employee or equipment, which may result in risks of death, paralysis, or serious injury;
- I may develop motion sickness resulting in nausea, vomiting, dizziness, or other illness;
- This is an outdoor activity and therefore includes risks associated with exposure to the elements, wild animals and insects, as well as heat exhaustion, hypothermia, and related conditions. The facility is located in a remote area without medical facilities, and delay may occur in treating health conditions.

This list is provided for illustrative and informative purposes only and is not intended to be exhaustive or to in any manner limit the intended broad reach of this release. This agreement is governed by the law of the State of North Carolina; if any provision is held invalid, it is agreed that the remaining provisions shall remain in full force and effect.

PHOTO RELEASE: By signing this form, I agree to allow this organization to photograph or videotape my/minor's participation in the course. I understand that the pictures may be used in promoting the organization.

**I am aware of the inherent risk and other risks associated with rafting activities and I understand that by participating in French Broad Rafting and Ziplines I/Participant/minor guardian assume full responsibility for and risk of bodily injury, death or property damage, and I expressly agree that the above release, waiver and indemnity agreement is intended to be as broad and inclusive as possible.**

Name reservation is under: \_\_\_\_\_ Trip Time: \_\_\_\_\_ Date: \_\_\_\_\_

**\*COMPLETE IF PARTICIPANT IS UNDER 18\***

Minor's Full Name: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Parent or Legal Guardian (Printed): \_\_\_\_\_

**Signature of Parent or Legal Guardian:**

I declare that I am the parent, guardian, legal representative, physical custodian or responsible person for, or otherwise have legal custody of the participant and I have the legal right to release or waive prospective claims on his or her behalf

**\*COMPLETE IF PARTICIPANT IS 18 OR OVER\***

Participant's Full Name: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Participant Signature:**

I have read this release of liability agreement and I understand that I am giving up legal rights by signing it, and I freely and voluntarily do this without any inducement

**RAFTING**