

Express Assumption of Risk and Release of Liability Agreement

I/We ("Participant" and, if applicable, "Legal Guardian") hereby agree, for the benefit of **THE BLUE RIDGE CANOPY ADVENTURE, INC.** (the "Company"), and in consideration of participation in activities described below, that:

1. I understand that I will be participating in certain zip line or canopy tour activities ("Recreational Activity") provided by Company, which includes, among other things, moving and landing at high speeds with the use of cables, ropes, and harnesses, and standing, walking, riding in a vehicle and/or climbing through uneven terrain, unguarded slopes, and unpaved roads. I understand that the Recreational Activity entails physical demands, and that I should be in good physical condition to engage in the Recreational Activity.
2. I understand and am aware that the Recreational Activity is an inherently HAZARDOUS activity. I understand that the Recreational Activity and use of the related equipment ("Equipment") involve a risk of injury to any and all parts of my body, serious injury or death to myself or others, and property damage. I am further aware that unknown or unanticipated risks from or related to the Recreational Activity may result. I hereby agree to freely and expressly assume and accept any and all such risks of injury, death or property damage to myself, the Company or others relating to the Recreational Activity.
3. I understand that the Equipment that is being furnished, even when manufactured under strict safety guidelines, cannot guarantee my safety or freedom from injury during the Recreational Activity. I further understand that the Equipment may reduce but NOT eliminate the risk of injury to my hands, arms, feet, knees, legs or any other parts of my body caused by impact, failure to brake or reduce speed, stress on my body from the harness, or failure of the Equipment to remain secure. I accept for use "as is" the Equipment, and accept full responsibility for the condition and use of the Equipment. I agree that the Company has made no express warranties as to the Equipment, and, to the extent permitted by law, I hereby waive all warranties implied by the Official Code of Georgia Title 44, Chapter 12, Section 63 and/or other applicable laws.
4. I agree that I will, and hereby do, release the Company from any and all responsibility or liability for injuries or damages to myself, to the Company, and/or to any other person. I agree NOT to make a claim against or sue the Company for injuries or damage to myself, the Company, and/or to any other person relating to the Recreational Activity and/or the use of the equipment. Further, I agree to hold harmless and indemnify the Company against all claims arising out of or incident to the Recreational Activity due to harm caused to myself or others. (Please initial _____)
5. I hereby represent and warrant that I do not have any health issues that may affect my ability to participate in the Recreational Activity, and that I have made no misrepresentation to the Company as to my height (48" and above), weight (more than 70 pounds and less than 250 pounds), age (10 or older) and in good physical condition and ability. (Please initial _____)
6. I have carefully read this agreement, including its terms and conditions, and fully understand its contents. I am aware that this Agreement is a contract between myself and the Company, and includes a release of liability, a covenant not to sue, and an indemnity by me in favor of the Company. This Agreement constitutes the final and entire agreement between myself and the Company. In consideration for being permitted to participate in the Recreational Activity, I hereby agree to this Agreement, including its terms and conditions, and I sign this agreement of my own free will.

Participant Signature: _____ **Print Participant Name:** _____

Date: _____

If Participant is under the age of 18, a parent or other legal guardian must sign here:

I hereby represent and warrant to the Company that I am the legal guardian of the Participant, and I accept and assume all risks, hazards and dangers relating to the Recreational Activity on behalf of the Participant. Both myself and the Participant further agree to be bound by all terms of this Agreement.

Signature of Legal Guardian: _____ **Printed Name of Legal Guardian** _____

Date: _____