

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Nolicucky Outdoor Learning Institute, their agents, owners, officers, volunteers and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "NOLI"), I hereby agree to release, indemnify, and discharge NOLI, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in Guided River Trips, Backpacking, Survival, Kayaking and Camping activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; falling objects; flying debris; rugged terrain; weather conditions; water hazards; accidental drowning; accidents involving other vehicles; collision with fixed or movable objects; injuries or accidents involving contact with or falls from the bicycle; cuts, bruises, burns, abrasions, and concussions; strains, sprains, muscle soreness and fractures; musculoskeletal injuries including head, neck, and back; injuries to internal organs; loss of fingers or other appendages; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, the machine itself may fail; boat capsize and entrapment; water craft are slippery when wet and accidents can occur getting in or out; forces of nature including extremes of weather, lightning and rapid weather changes, exposure to sun, strong wind, cold, large waves, eddies and whirlpools, tidal conditions, surf and currents; cold water shock, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; exposure to altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; hidden obstacles by snow including crevasses, ice and snow cornices, tree wells, tree stumps, creeks rocks and boulders, below the snow surface; loss or damage to equipment being used; equipment failure and/or operator error; improper lifting or carrying; being lost or separated from their guides or companions; the negligence of participants, or other persons who may be present; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; transmissible pathogen or disease; Traveling to and from activity locations raises the possibility of any manner of transportation accidents; my own physical condition, and the physical exertion associated with this activity; the condition of roads, terrain, or highways and accidents connected with their use. Furthermore, NOLI personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) while participating in water related activity. I agree to wear a properly fitted and secured helmet while participating in this activity as deemed necessary.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless NOLI from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of NOLI's equipment or facilities, **including any such claims which allege negligent acts or omissions of NOLI.**

4. Should NOLI or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. 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 further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against NOLI, I agree to do so solely in the state of Tennessee, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against NOLI on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at NOLI. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ DOB _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of the following minor(s): (print name(s)) _____
being permitted by NOLI to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless NOLI from any and all claims which are brought by, or on behalf of minor(s), and which are in any way connected with such use or participation by minor(s). Minor(s) DOB(s) _____

Parent or Guardian: _____ Print Name: _____ Date: _____

PROTECTIVE RIDING AND HEADGEAR REFUSAL AGREEMENT

I, the undersigned, have been fully warned and advised by Nolichucky Outdoor Learning Institute (hereinafter collectively referred to as "NOLI"), that I should wear a properly fitted and secured helmet while participating in NOLI (whether on the premises or off of the NOLI's premises) in order to potentially reduce the severity of an injury and/or to possibly prevent my death from occurring as the result of a fall or any other occurrence associated with this activity. I understand that by not wearing a helmet, I will be going against manufacturers' requirements and putting myself at an increased risk for injuries, and against the advice of NOLI and numerous court cases I am refusing this critical safety precaution. I also understand that minors are not allowed to refuse protective headgear and I cannot sign on their behalf to waive the requirement.

I, the undersigned, have read the foregoing statement carefully before signing and do understand its warning.

Name of Rider

Signature of Rider

Date