

# TREE TOPS CANOPY TOUR LLC

## RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (A SEPARATE FORM MUST BE COMPLETED FOR EACH PARTICIPANT)

In consideration of being allowed to participate in Adventure WV, LLC, d/b/a Adventures on the Gorge, d/b/a Class VI Mountain River and/or The Rivermen, Inc., and/or Tree Tops Canopy Tour LLC's tree canopy tour (the "Activity"), I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in the Activity, which involves travel on Zip Lines (sliding on elevated steel cables using safety harnesses and associated hardware during which the participant must control the speed of travel by grasping the cable with leather gloves or must pull themselves along); Sky Bridges (walkways high in the forest canopy supported by steel cables); other obstacles (including inclined bridges, rope swings, climbing, rappelling, hiking over uneven terrain) and related activities. I agree to only participate while wearing the protective and safety equipment required, to follow the instructions of the guides and, if I believe it unsafe, to immediately discontinue my participation. I know that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, and damage or loss of personal property which may be caused by my own actions or inactions, by others participating in the Activity, or by the conditions in which the Activity takes place including, but not limited to, the risks of falling; travel through and over rough terrain by foot or other means while participating; the failure or misuse of equipment; the risks that injuries may occur in remote areas without adequate medical facilities; collision with other people or objects; and bites from insects, snakes or animals. I realize that there may be other risks not now known or not readily foreseeable but I fully accept and assume all such risks, whether or not identified above, and I assume all responsibility for injury, loss or damage which I suffer as a result of my participation.

The Releasees identified below may also have been requested to arrange for my participation in activities or services, including lodging or meals, provided by others ("Additional Services") and I acknowledge that the Releasees have made no representations whatsoever as to the safety or quality of those Additional Services.

**I HEREBY RELEASE** Adventure WV, LLC, d/b/a Adventures on the Gorge, d/b/a Class VI Mountain River and/or The Rivermen, Inc., and/or Tree Tops Canopy Tour LLC, any parent, related and/or subsidiary corporations, partnerships, companies and entities; their respective administrators, directors, agents, officers, volunteers, and employees; other participants; sponsors; advertisers; and the owners and lessors of the property on which the Activity takes place (the "Releasees") from all liability, claims, demands, losses, costs and damages arising or asserted to arise, directly or indirectly, in whole or in part, from the Activity or the Additional Services whether resulting from negligence or otherwise, including rescue operations, and will indemnify and hold harmless the Releasees as to all such matters.

I consent to the use without compensation by Releasees of photographs and video recordings made of me or the minor identified below while participating in the Activity or using the Additional Services without compensation and agree that all such materials including negatives, are the sole property of the Releasees.

I agree that the exclusive venue of any suit or claim against the Releasees for any reason whatsoever shall be the Magistrate or Circuit Courts of Fayette County, West Virginia; consent to the jurisdiction of such Courts as to any action against me to enforce this Agreement; and agree that this Agreement is to be enforced in accordance with the law of the State of West Virginia.

I have read the foregoing Release, Assumption of Risk And Indemnity Agreement; understand that I will give up substantial rights by signing it; sign it freely and without any inducement or assurance of any nature not stated herein; intend it to be a complete and unconditional release, assumption of risk and indemnity to the greatest extent allowed by law; and agree that if any portion of this Agreement is held invalid the remainder shall continue in full force and effect.

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant

(SEE REVERSE)

### **ADULT CONSENT AND ASSUMPTION OF RESPONSIBILITY FOR MINORS** (Required for Participant under the age of 18)

I understand the nature of the above Activity, am familiar with the Minor's experience and capabilities, and believe the Minor to be qualified to participate. I hereby personally accept and undertake, individually and in my own name, all of the obligations stated above specifically including the release, assumption of risk, and hold harmless provisions as to the Releasees of all liability, claims, demands, losses and damages suffered or alleged to have been suffered or incurred by the Minor or to others resulting from injury to the Minor.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Relationship to Minor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**(Minor must also complete Reverse)**

**PLEASE READ CAREFULLY**  
**PRELIMINARY INSTRUCTIONS**

Participants have a duty to act as would a reasonably prudent person when engaging in recreational activities offered by commercial outfitters and their employees. This and other duties will be explained to you before beginning participation.

- 1. Do you need to talk to your guide about any matters, including medical conditions or medications, before beginning participation in the Activity? Yes \_\_\_ No \_\_\_**
- 2. Have you participated in any activities with Adventure WV, LLC; Class VI-Mountain River, Rivermen, or Tree Tops Canopy Tour before? Yes \_\_\_ No \_\_\_**
- 3. Have you participated in zip line activities before? Yes \_\_\_ No \_\_\_**



Part of the Treetops Canopy Tour course zips over Wild Rock WV, a primary and vacation home community utilizing sustainable development methodologies that unite preservation, human ecology and economics. To add your name to the Wild Rock WV electronic mailing list for updates and or e-newsletters, please provide us your email address:

\_\_\_\_\_ Yes, I would like to learn more about sustainability and Wild Rock WV.

Email address: \_\_\_\_\_

**PLEASE PRINT**

FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_

ADDRESS 1: \_\_\_\_\_

ADDRESS 2: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

DAY TIME PHONE: \_\_\_\_\_ EVENING PHONE: \_\_\_\_\_

AGE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

To receive our e-newsletters, specials, hot deals, high water alerts or other information, please give your email address!

EMAIL ADDRESS: \_\_\_\_\_

**(SEE REVERSE)**