

READ CAREFULLY  
WOMEN'S WELLNESS PROGRAM WAIVER AND  
RELEASE of LIABILITY – In consideration of Smoky Mountain  
Endeavors Inc. furnishing services, facilities, and/or equipment to  
enable me to participate in various activities, I agree as follows:



I, (Printed Name) \_\_\_\_\_  
understand there is inherent risk involved in some activities that take place  
within the curriculum of the various courses provided by Smoky Mountain  
Endeavors, Inc. Women's Wellness Program on (insert date, or write in  
"indefinite" to keep this document on file for return session use and  
inclusion) \_\_\_\_\_. I acknowledge and clearly understand I have the ability not to  
participate in any activity in which I do not feel comfortable.

I fully understand and acknowledge that some activities, indoors or out, have: (a) inherent risks, dangers  
and hazards, and such exist in my use of motor vehicles, properties, facilities, equipment and my participation in  
various activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness  
including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other  
ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the  
owners, employees, officers or agents of Smoky Mountain Endeavors, Inc., the negligence of the participants, the  
negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may  
arise from foreseeable or unforeseeable causes including, but not limited to, motor vehicle condition, driver decision  
making, instructor decision making including the misjudging of participant readiness and physical ability, activity  
selection, equipment/facility condition, terrain, weather, and such other risks, hazards and dangers that are integral  
to activities that take place in an indoor or outdoor or recreational environment and the applicable transportation to  
and from and (d) by my participation in these activities and/or use of motor vehicles, equipment and facilities, I  
hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or  
in part by the negligence or other conduct of the owners, agents, officers, or employees of Smoky Mountain  
Endeavors, Inc., or by any other person.

I understand Smoky Mountain Endeavors, Inc. may utilize third party suppliers for goods and/or services  
that include items such as, but are not limited to whitewater rafting equipment/guides, rides by  
horseback/equipment/guides, National Park hiking trails, or other. I acknowledge that Smoky Mountain Endeavors,  
Inc. does not exercise any control or influence over such providers, and that Smoky Mountain Endeavors, Inc. acts  
solely as my agent in arranging with such suppliers for the provision of goods and/or services for the programmed  
activities. As such, Smoky Mountain Endeavors, Inc. does not assume any responsibility for and cannot be held  
liable for any personal injury, property loss or damage, accident, delay, inconvenience, or irregularity which may be  
occasioned by any wrongful or negligent acts or omissions on the part of any of the suppliers, their employees, or  
any other party not under the control of Smoky Mountain Endeavors, Inc.

I am aware of the risks of participation. I hereby state that I am in sufficient physical condition to accept a  
rigorous level of physical activity. I understand that participation in this program is strictly voluntary and I freely  
chose to participate. I understand that Smoky Mountain Endeavors, Inc. does not provide medical coverage for me.  
I verify that I will be responsible for any medical costs I incur as a result of my participation.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive,  
discharge, hold harmless, defend and indemnify Smoky Mountain Endeavors, Inc., and their perspective owners,  
agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage,  
wrongful death, loss of services or otherwise which may arise out of my use of properties, facilities, equipment or  
my participation in Smoky Mountain Endeavors, Inc. activities. I specifically understand that I am releasing,  
discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or  
other conduct by the owners, agents, officers or employees of Smoky Mountain Endeavors, Inc.

Finally, I hereby irrevocably consent to and authorize Smoky Mountain Endeavors, Inc. to use and  
reproduce any and all photographs/videos taken of me for any purpose whatsoever, without further compensation to  
me. All photographic instruments and products of such are the sole property of Smoky Mountain Endeavors, Inc.

I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND BY SIGNING IT AGREE. IT IS  
MY INTENTION TO EXEMPT AND RELIEVE SMOKY MOUNTAIN ENDEAVORS, INC. FROM LIABILITY  
FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR  
ANY OTHER CAUSE. SHOULD I HAVE QUESTIONS CONCERNING THIS DOCUMENT, I RECOGNIZE IT  
IS MY RESPONSIBILIYT TO SEEK CLARIFICATION WITH SMOKY MOUNTAIN ENDEAVORS, INC.

I authorize a photo static fax or copy of this signed document to be deemed as effective and valid as the original.

The Venue of any dispute that may arise out of this waiver and release or otherwise between the parties to which  
Smoky Mountain Endeavors, Inc. or its agents is a party shall be the Circuit Court of Cocke County, Tennessee.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date