

READ CAREFULLY

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 outdoor activities, I agree as follows:



I, (Printed Name) _____ understand there is inherent risk involved in some activities that take place within the curriculum of this course provided by Smoky Mountain Endeavors, Inc. from (dates) _____ to _____. 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 outdoor activities 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 a wilderness, 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. utilizes 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, motorized go-carts, and National Park hiking trails. 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