PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT
****** READ BEFORE SIGNING ******

Organization Name _____ Trip Date _____
Participant Name _____ Trip Time_____

WHEREAS, I fully understand and acknowledge that outdoor recreational activities has: (a) inherent risks, dangers and hazards and such exists in my use of Big Frog Mountain Outfitters Co. & Raft 1 Co. equipment and my participation in outdoor related 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) that these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Big Frog Mountain Outfitters Co. & Raft 1 Co.; 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 unforeseen causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail or river route location, and water level, risks of falling out of or drowning while in or out of a raft, canoe or a kayak and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and (d) by my participation in these activities and for use of the equipment, I hereby assume all risks and dangers and all responsibility for my 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 Big Frog Mountain Outfitters Co. & Raft 1 Co. or by any other person.

Inherent and Other Risks: Serious injuries are uncommon in Canopy Tours and Mountain Biking, but the risk of injury or death certainly exists by reason of falls, contact with other participants, and fixed objects moving about or being transported on the grounds on which these activities are initiated and conducted. A number of risks are inherent to these activities. These are risks that cannot be eliminated without changing the essential nature of the experience. The emotional risks range from unwelcome or inadvertent touching, simple hurt feelings to panic and psychological trauma (such as fear of heights.) The physical risks of participating range from small scrapes and bruises to bites and stings, broken bones, sprains, neurological damage and, in extraordinary cases, even death. The property on which the tour is conducted includes hilly, rocky and wooded terrain, cliffs, ravines, creek beds, potential harmful plants and animals, which may bite or sting. Injuries may be a natural consequence of the Canopy Tour or trail undertaken as a result of the environmental hazards (including terrain and weather), a result of errors in judgment or failure to exercise reasonable care by guides, staff or participants, or otherwise, and may occur in spite of the reasonable efforts of guides and staff to prevent them. In all cases, those inherent risks, as well as other risks of injury or death to persons or damage to property, which are not inherent and whether or not described above, must be accepted by those who choose to participate.

In consideration of being allowed to participate in any way in the program, related events and activities, I, the undersigned, acknowledge, appreciate and agree that:

1. The risk of injury from the activities involved in this program is significant, including but not limited to the potential for permanent paralysis and death.
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation.
3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. By participating in or attending any activity in connection with this program, whether on or off the premises, I consent o the use of any photographs, pictures, file or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS** The Big Frog Mountain Outfitters Co. & Raft 1 Co., its officers, officials, agents and/or employees, other participants, sponsors, advertisers, the state of Tennessee, the United States of America, Ocoee River Outfitters Association and the Tennessee Valley Authority and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE,** to the fullest extent permitted by law.
6. The parties agree that the laws of the State of Tennessee shall apply to any dispute that may arise out of this Agreement. The venue of any dispute that may arise out of this Agreement or otherwise between the parties to which Big Frog Mountain Outfitters Co. & Raft 1 Co. or its agents is a party, shall be in the Hamilton County Court for the State of Tennessee.

Do you have any limitations (medical, mental, or physical) that would not allow you to participate in previously stated activities? Yes_____ No_____

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____ _____ _____ _____
Participant's Signature Age Date Email
Address_____ City_____ State_____
Zip_____ Emergency #_____

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION). This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above. **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES,** to the fullest extent permitted by law.

X _____ _____ _____
Parent/Guardian Signature Date Print Your Name
Address_____ City_____ State_____
Zip_____ Emergency #_____ Email _____