

For NOC use only

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|-----------------------|------------------------|
| Activity Date: | Rsv Party Name: |
| Activity Time: | Rsv #: |
| Activity Type: | # in Party: |

RELEASE OF LIABILITY/LIABILITY WAIVER FORM

FULL LEGAL NAME of PARTICIPANT: _____

ADDRESS: _____

CITY, STATE, ZIP: _____ PHONE: _____

EMAIL: _____

Check if you do not want to be occasionally contacted about NOC offers and promotions.

PRINT Full Name of Emergency Contact: _____

Relationship of emergency contact: _____ Phone(s) of Contact Person: _____

Activity Participation Acknowledgement

I, the undersigned, hereby acknowledge that I am participating in an activity for which **Nantahala Outdoor Center, LLC, a Georgia limited liability company or one of its subsidiaries** (individually and collectively, "NOC") is furnishing equipment or services and which requires physical exercise, including, without limitation, rafting, kayaking, swimming, stand-up paddle boarding, rock climbing, hiking, rappelling, zip-lining, ropes course navigating, or cycling (the "Activity"). By signing this waiver, I certify that I am in good health and physical condition and do not suffer from any disability which would prevent my participation in the Activity. I agree to abide by any decision of any NOC employees, organizers, volunteers, directors, representatives, agents, and officers (collectively, the "NOC Parties") regarding my ability to safely participate in the Activity. I fully understand that I may injure myself as a result of my participation in the Activity and that certain injuries may result in death or permanent physical disability. I also acknowledge and agree that my participating in any Activity may be terminated immediately if any of the NOC Parties believe, in their sole discretion that I am unable to complete the Activity for any reason or that I am under the influence of alcohol or drugs.

Risk Acknowledgement, Indemnity and Release

In consideration of my participation in the Activity, I hereby assume all risks, known and unknown, associated with participation in the Activity including, but not limited to, any injuries resulting from falls, contact with other participants, the conditions of Activity sites, bodily injuries and death. To the fullest extent permitted by law, I hereby agree to indemnify, hold harmless and defend the NOC Parties, as well as, where applicable, the Tennessee Valley Authority, Ocoee River Outfitters Association, the state of Tennessee, the U.S. Forest Service, the United States of America and other any federal or state governmental agencies or other entities who may have an interest in any river, lake, or other real property or waterway on which the Activity takes place (individually and collectively, the "Indemnified Parties") from and against any and all claims, losses, damages, expenses and other liabilities (including, but not limited to, court costs and attorney's fees) arising out of or resulting in whole or in part from my participation in the Activity. I for myself and anyone entitled to act on my behalf, including, but not limited to my heirs and successors, hereby RELEASE, WAIVE AND FOREVER DISCHARGE the Indemnified Parties from any and all claims, losses, damages, expenses and other liabilities of any kind arising out of my participation in the Activity even if such claims, losses, damages, expenses and other liabilities arise out of negligence or carelessness on the part of any or all of the of the Indemnified Parties.

Media Release

I hereby grant and convey to the NOC Parties all right, title and interest I may have in any and all photographs, motion pictures, video recordings, and any other recordings made during or about the Activity, and the NOC Parties shall have the right to exploit such recordings throughout the universe, an unlimited number of times, in perpetuity by any and all means and media, now known or hereafter invented.

Medical Emergencies

I hereby give permission to the NOC Parties to contact emergency services for help, whether or not the NOC Parties have contacted my emergency contact, and give permission to a licensed physician or other licensed medical provider to provide proper treatment, including but not limited to hospitalization, injection, anesthesia and/or surgery. I hereby RELEASE, WAIVE AND FOREVER DISCHARGE the NOC Parties from any and all claims, liabilities, causes of action, damages, demands, judgments, executions, liens and costs whatsoever in law or equity, including, without limitation, liability for death or bodily injuries to any person or damage to any property resulting from any (i) claims made against medical providers of emergency services under this authorization, or (ii) against the NOC Parties for obtaining emergency medical services for me pursuant to this authorization and waiver.

Date Your Signature

If you are under the age of 18, your parent or guardian must execute this form on your behalf.

Date Your Parent's or Guardian's Signature