

SNOWBIRD OUTFITTERS, INC

Participant Agreement

Including Assumption of Risk and Agreements for
Waiver of Liability, Release and Indemnification
Effective for One Year from Date of Signing

Group Name (if applicable): _____

Adult Participant/Parent/Guardian Information (18 and older):

Full Name: _____ **Date of Birth:** _____

Address: _____

Phone: _____ **Email:** _____

Relationship to Minor Participant: _____

Minor Participant Information (under 18 at time of signing):

Full Name: _____ **Date of Birth:** _____

Address: _____

Phone: _____ **Email:** _____

Please read this Agreement carefully. Your signature below indicates that you have read and understand every provision of this Agreement, and that you unequivocally agree to all terms, conditions, and promises herein.

Based on the foregoing and by signing below, I, as an Adult Participant or on behalf of the Minor Participant (hereinafter jointly and separately referred to as the "Participant") agree as follows:

RISK OF INJURY AND ASSUMPTION OF RISKS: I acknowledge that I am fully aware of the types of activities and risks in which the Participant will be participating with Snowbird Outfitters, Inc. (hereinafter "SWO"). I have been given ample opportunity to ask any question about these activities, their environment, and any risks of injury or death that could arise from the activities in which he or she will participate while involved with SWO. I fully understand, agree to, and accept:

(a) The Participant's participation in all SWO activities on and off the premises of SWO including, **but not limited to**, waterslide, swimming, boating, tubing, waterskiing, wakeboarding, snow skiing/boarding, lake canoeing/kayaking, white water river canoeing/kayaking/rafting, hiking/backpacking, rock climbing, athletics, mountain biking, archery, paintball, zip lines, climbing tower and various other challenge course high and low elements, fishing, horseback trail riding, tree climbing, camping out, use of tools and equipment in manual arts, arts and crafts, work projects and other programs, farming, milling, outdoor-living skills, wilderness activities and vehicular travel;

(b) That the Participant may be transported by motor vehicle for SWO related activities to wilderness areas the Nantahala National Forest, the Pisgah National Forests, and DuPont State Forest and Park;

(c) **WARNING:** Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes.

(d) That the Participant's participation in these activities and any other activities associated with SWO involve risks and dangers ranging from minor injuries, such as scrapes and bruises, to

SNOWBIRD OUTFITTERS, INC

Participant Agreement

Including Assumption of Risk and Agreements for
Waiver of Liability, Release and Indemnification
Effective for One Year from Date of Signing

serious or catastrophic bodily injury, including permanent disability, paralysis, and the possibility of death;

(e) My signature below authorizes SWO to make emergency medical decisions on behalf of the Participant regarding both the transport and treatment of the Participant when such decisions are required. I agree that the Participant may be transported by SWO personnel, by ambulance, air transport, or other emergency means to medical facilities. I understand and agree that due to the location and nature of some of the activities with which the Participant may be involved, prompt medical attention and transport, including transport by ambulance, air and other emergency means, may not be immediate in all circumstances.

(f) That such risks and dangers and any resulting loss and/or damages may be caused by 1) the Participant's own actions, inactions, or negligence, 2) the actions, inactions or negligence of other participants, 3) the conditions under which certain camp and program activities take place, and/or the acts or inactions of the "RELEASEES" named below;

(g) There are other risks, losses and/or damages that the Participant could experience that I may not be aware of at this time or are not readily foreseeable to me at this time; and

WITH FULL ACCEPTANCE AND UNDERSTANDING OF THE FOREGOING, I fully accept and assume all such risks and all responsibility for losses, costs and damages that the Participant incurs as a result of participation with SWO and any and all of the activities at SWO.

RELEASE OF ALL CLAIMS, COVENANT NOT TO SUE, AND INDEMNITY AGREEMENT: I, individually and on behalf of the Participant, hereby release, discharge, waive and promise not to sue SNOWBIRD OUTFITTERS, INC., and/or their respective owners, shareholders, officers, directors, members, managers, administrators, agents, employees and/or volunteers, and/or other participants, officials, rescue personnel, sponsors, advertisers, owners and lessees of the premises where SWO is conducted or where off-camp activities are conducted (collectively "RELEASEES"), FROM/FOR ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, TO ME AND/OR TO THE PARTICIPANT BY THE NEGLIGENCE OF ANY OR ALL OF THE RELEASEES, INCLUDING ANY AND ALL CLAIMS ALLEGED FOR EMOTIONAL DISTRESS and/or CLAIMS ARISING FROM NEGLIGENT RESCUE AND/OR EMERGENCY RESPONSE OPERATIONS.

I FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE PARTICIPANT, OR ANYONE ON THE PARTICIPANT'S BEHALF MAKES A CLAIM ARISING FROM ANY INJURY (INCLUDING DEATH), LOSS, AND/OR DAMAGE EXPERIENCED BY ME OR THE PARTICIPANT ARISING FROM ACTIVITIES WITH SWO, I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH AND ALL OF THE RELEASEES FROM ANY AND ALL LITIGATION EXPENSES, ATTORNEYS FEES, LOSS LIABILITY, DAMAGES, AND/OR ANY OTHER COSTS THAT MAY OCCUR AS A RESULT OF ANY SUCH CLAIM.

Parent/Guardian Initials _____

SNOWBIRD OUTFITTERS, INC

Participant Agreement

Including Assumption of Risk and Agreements for
Waiver of Liability, Release and Indemnification
Effective for One Year from Date of Signing

AUTHORIZATION FOR USE OF PHOTOGRAPHS/VIDEO: I understand that the Participant may be photographed and/or video recorded while participating with SWO. I hereby authorize SWO to use any photographs, videotapes, motion picture recordings or any other record of the Participant for publicity, advertising or for any other legitimate purpose.

FORUM SELECTION AND CHOICE OF LAW: I agree that in the event that any claim or dispute of any nature arises out or relating to 1) the Participant's participation with SWO on or off its premises, 2) this Agreement and/or 3) the Participant's participation with any activity offered through or by SWO, such claim or suit shall only be brought in the North Carolina state courts located in Cherokee County and that only North Carolina law shall apply to any such claim or suit.

By signing this on behalf of a Minor Participant, I understand that I am binding myself and the Minor Participant as set out above and that this Agreement is fully integrated and supersedes any oral or written expressions between the Parties about SWO and participation with its activities.

Signature of Adult Participant/Parent/Guardian

Today's Date ____ / ____ / ____

Printed Name

SNOWBIRD OUTFITTERS, INC
Medical Authorization Agreement and Waiver of
Liability, Release and Indemnification
Effective for One Year from Date of Signing

Group Name (If Applicable): _____

Adult Participant/Parent/Guardian Information (18 and older):

Full Name: _____ **Date of Birth:** _____

Address: _____

Phone: _____ **Email:** _____

Relationship to Minor Participant: _____

Minor Participant Information (under 18 at time of signing):

Full Name: _____ **Date of Birth:** _____

Address: _____

Phone: _____ **Email:** _____

Health Insurance Information for Participant:

Insurance Provider: _____ **Policy No.** _____

Group No. _____ ; **Insured I.D. No.** _____

Insurance Provider Address: _____

Subscriber Full Name: _____ **DOB:** ____ / ____ / _____

Subscriber SS# ____ - ____ - _____ **and Phone # ()** ____ - _____

Subscriber Address (if different from above): _____

MEDICAL HISTORY

Note: Participants who have been exposed to a communicable disease(s) within 14 days prior to attending an event must obtain a physicians release and present to camp in writing prior to arrival. **

Any Surgeries, illnesses or injuries in the last 12 months?: _____

Date of last Tetanus Shot: _____ Date of last DPT or DT Booster _____

Does the Participant have any physical, mental or emotional conditions that Snowbird should be aware of? No ____ Yes ____ If Yes, please explain: _____

(For Example: asthma, allergies, diabetes, depression, seizures, eating disorder, bed wetting etc.)

Allergies (circle as applicable): Bee Sting Penicillin Hay Fever Poison Ivy/Oak
Bacitracin Sumac Antihistamine Other _____

Over the Counter Medications which CAN BE Administered to Participant (circle as applicable):

Tylenol Ibuprofen Antihistamine Tums Swimmer's Ear Epipen Other: _____

Please read this Agreement carefully. Your signature below indicates that you have read and understand every provision of this Agreement, and that you unequivocally agree to all terms, conditions, and promises herein. By signing below, I, as an Adult Participant or on behalf of the Minor Participant (hereinafter jointly and separately referred to as the "Participant") agree as follows:

SNOWBIRD OUTFITTERS, INC
Medical Authorization Agreement and Waiver of
Liability, Release and Indemnification
Effective for One Year from Date of Signing

I understand and acknowledge that Snowbird Outfitters, Inc. (hereinafter "SWO") does not offer or provide medical care of any nature or type at its facilities or with any of its programs and activities, whether those are onsite or offsite. SWO has no physician or nurse on its staff. SWO does have and can provide a limited selection of "over the counter" medications to Participants (e.g. Tylenol, Ibuprofen, etc.), but I understand and agree that the decision as to whether such medications will be taken by the Participant is the sole and exclusive responsibility of the Participant and/or the adult leader accompanying the Participant.

AUTHORIZATION AND CONSENT FOR MEDICAL CARE: I hereby authorize and consent to any physician(s), nurse, and/or staff of any medical care provider to examine, diagnose, treat, test, and care for the Participant as necessary while the Participant is attending and/or participating with SWO. Said medical care may be given without any further permission or authorization from me. This consent should be interpreted to authorize the provision of any and all medical care to the Participant deemed reasonably necessary by any medical provider.

RESPONSIBILITY FOR MEDICAL EXPENSES: I also authorize payment of medical benefits for any medical care furnished to the Participant by any medical care provider. I authorize you to release to my insurance company information concerning the health care provided to the Participant while participating with SWO. In the event of any injury or illness requiring transportation to an independent medical facility, I authorize the release of all medical records generated at the facility to the medical staff at SWO. I understand this will enable a continuity of care upon the participant's return to SWO and will provide staff a means of informing family members of the participant's medical condition.

I assume and accept full, complete and sole financial responsibility for any and all costs and expenses that may arise from any and all medical care received by the Participant during the Participant's participation with SWO. "Medical care" is given its broadest interpretation and includes, but is not limited to, ambulance transportation, rescue, evacuation, examination, testing, x-rays and other diagnostic imaging, diagnoses and treatment.

RELEASE OF ALL CLAIMS, COVENANT NOT TO SUE, AND INDEMNITY AGREEMENT: I, individually and on behalf of the Participant, hereby release, discharge, waive and promise not to sue SNOWBIRD OUTFITTERS, INC. and/or their respective owners, shareholders, officers, directors, members, managers, administrators, agents, employees and/or volunteers, and/or other participants, officials, rescue personnel, sponsors, advertisers, owners and lessees of the premises where SWO is conducted or where off-camp activities are conducted (collectively "RELEASEES"), FROM/FOR ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES CAUSED OR ALLEGED ARISING FROM OR RELATED TO ANY AND ALL MEDICAL CARE RECEIVED BY THE PARTICIPANT WHILE PARTICIPATING OR ATTENDING SWO, INCLUDING ANY AND ALL CLAIMS ALLEGED FOR EMOTIONAL DISTRESS and/or CLAIMS ARISING FROM NEGLIGENT RESCUE AND/OR EMERGENCY RESPONSE OPERATIONS

SNOWBIRD OUTFITTERS, INC
Medical Authorization Agreement and Waiver of
Liability, Release and Indemnification
Effective for One Year from Date of Signing

I FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE PARTICIPANT, OR ANYONE ON THE PARTICIPANT'S BEHALF MAKES A CLAIM ARISING FROM ANY INJURY (INCLUDING DEATH), LOSS, AND/OR DAMAGE EXPERIENCED BY ME OR THE PARTICIPANT ARISING FROM MEDICAL CARE PROVIDED TO THE PARTICIPANT, I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH AND ALL OF THE RELEASEES FROM ANY AND ALL LITIGATION EXPENSES, ATTORNEYS FEES, LOSS LIABILITY, DAMAGES, AND/OR ANY OTHER COSTS THAT MAY OCCUR AS A RESULT OF ANY SUCH CLAIM.

Parent/Guardian Initials _____

FORUM SELECTION AND CHOICE OF LAW: I agree that in the event that any claim or dispute of any nature arises out or relating to 1) the Participant's participation with SWO on or off its premises, 2) this Agreement and/or 3) the Participant's participation with any activity offered through or by SWO, such claim or suit shall only be brought in the North Carolina state courts located in Cherokee County and that only North Carolina law shall apply to any such claim or suit.

By signing this on behalf of a Minor Participant, I understand that I am binding myself and the Minor Participant as set out above and that this Agreement is fully integrated and supercedes any oral or written expressions between the Parties about SWO and participation with its activities.

Signature of Adult Participant/Parent/Guardian

Today's Date ____ / ____ / ____

Printed Name



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

Organization Name _____

Participant Name _____

WHEREAS, I fully understand and acknowledge that outdoor recreational activities has: (a) inherent risks, dangers and hazards and such exists in my use of 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 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 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 Raft 1 Co. or by any other person.

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 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 to the use of any photographs, pictures, film 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 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 Raft 1 Co. or its agents is a party, shall be in the Hamilton County Court for the State of Tennessee.

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 _____
 Address: _____ Zip _____
 City: _____ State: _____
 Emergency Telephone Number _____ Email: _____

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 _____
 Emergency Phone Numbers _____ Email _____
 Address _____ Zip _____
 State _____ City _____

PARTICIPANT WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION

In consideration of Carolina Outfitters, Inc. furnishing services and/or equipment to participate in the activities or events I understand, acknowledge and agree that:

- 1.) **THERE ARE SIGNIFICANT INHERENT RISKS, DANGERS, AND HAZARDS COMMONLY ASSOCIATED WITH MY PARTICIPATION IN WHITEWATER RAFTING ACTIVITIES**, both known and unknown, including, but not limited to drowning, hypothermia, fractures, partial or complete paralysis, injuries from being thrown from the boat, being struck by branches or overhanging tree limbs, river obstructions, foot entrapment in rocks in the river bed, paddle blows, bee stings, or animal bites, and disease, any of which could cause serious disability or death. The risks and dangers may be caused by the negligence of the owners, guides, employees, officers or agents of Carolina Outfitters, Inc, the United States of America, or the U.S. Forest Service; the negligence of the participants, negligence of others, accidents, forces of nature, or other causes. The risks and dangers may arise from guide or personnel decision-making, including, but not limited to that a guide or other personnel may misjudge terrain, weather, river conditions, water levels, and river navigation routes, as well as other risks, hazards, and dangers, both known and unknown, that are inherent to the recreational activities.
- 2.) **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS AND DANGERS, AND HAZARDS, both known and unknown, AND ALL RESPONSIBILITY FOR ANY LOSSES AND/OR DAMAGES EVEN IF THEY ARE CAUSED IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CAROLINA OUTFITTERS, THE UNITED STATES OF AMERICA, THE UNITED STATES FOREST SERVICE and/or by any other person, and I ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.**
- 3.) I willingly agree to comply with terms and conditions for participation. I certify that any child participating weighs at least 60 pounds, or is at least 7 years of age; I am not, and will not be under the influence of drugs or alcohol on the premises or during my participation; I will wear my life jacket properly fastened, and closely fitted at all times on or near the river, I will inspect all rafting equipment and I will use only equipment in good condition during and for this expedition, and if I observe any significant hazard during my participation, I will remove myself from participation, and report it to the managers as quickly as possible. I will accept full financial responsibility for any damage to, or loss of rafting equipment while it is in my possession or control. I understand that whitewater rafting is a very strenuous physical, emotional, and mental activity and that I am in adequate physical and mental condition and that I have no limitations to my participation in the sport. I agree that I will be traveling on my own on the river without the support or supervision of Carolina Outfitters, and agree that this endeavor is not a joint venture but that it is and shall be considered an individual participation in the sport, and that there are no lifeguards on the river. I grant Carolina Outfitters, Inc. permission to use my photographs.
- 4.) I agree that I will be obligated and responsible for a \$100,000.00 penalty fee which I, agree to be assessed automatically against me in the event that I or my respective heirs, assigns, personal agents or beneficiaries institute or attempt to seek legal recourse against any party, person, or entity unto which this document is given. I agree that the venue for any dispute that may arise out of this agreement to which Carolina Outfitters, Inc. or its agents is a party shall be in Bryson City, N.C.
- 5.) I agree that each item of the contract stands independently, and that if one item should be ruled against by a member of a legal court, all the others items will remain effective.
- 6.) I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, **HEREBY RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY THE UNITED STATES OF AMERICA, THE UNITED STATES FOREST SERVICE, AND CAROLINA OUTFITTERS, INC.**, its owners, agents, officers, and employees, and other participants, sponsors, advertisers, and, if applicable owners and lessors or premises used to conduct the event (RELEASEES), from any and all claims, actions, demands, losses, and/or 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**, that I may have presently or in the future to the fullest extent permitted by law.
- 7.) **I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND 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, or associates of the United States of America, United States Forest Service, and Carolina Outfitters, Inc. **I AGREE TO TRAVEL THROUGHOUT THE TENURE OF THE ACTIVITY AT MY OWN RISK. IT IS MY INTENTION TO EXEMPT, RELIEVE, HOLD HARMLESS, AND INDEMNIFY** The United States Government, United States Forest Service, and Carolina Outfitters, Inc. their owners, agents, officers, employees, and associates **(RELEASEES) FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Participants Signature (SEAL)

Print Name

Age

Date

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, personal agents, 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 activities or programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law.

Parent/Guardian Signature (SEAL)

Date

Emergency Phone