



## Release Agreement

I, \_\_\_\_\_, hereby acknowledge that I have voluntarily applied to The Adventure Guild, L.L.C. of Chattanooga, Tennessee to participate in a ZipStream Aerial Adventure Course at one or more locations which will include one or more of the following activities: hiking, rock climbing, and ropes courses.

I AM AWARE THAT PARTICIPATING IN HIKING, ROCK CLIMBING, AND ROPES COURSE ACTIVITIES AND INSTRUCTION ARE HAZARDOUS AND I AM VOLUNTARILY ENTERING INTO THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISK OF INJURY OR DEATH . (INITIALS)

In consideration of being permitted to participate in a course of one or more of the following, namely hiking, rock climbing, and ropes course instruction and activities conducted by The Adventure Guild, L.L.C., I, for myself, my spouse, legal representatives, heirs, and assigns, hereby release, waive, and discharge The Adventure Guild, L.L.C., Ruby Falls, its shareholders, directors, officers, employees, agents, instructors, or any affiliated person or organization, and each of them, and their respective owners, employees and instructors, hereinafter called releasees, from all liability to me, my spouse, legal representatives, heirs and assigns, for any and all damage, any claim for damages resulting therefrom, on account of injury to my person or property, even resulting in death, whether caused by negligence of the releasee or otherwise while I am taking part in any hiking, rock climbing, or ropes course activities whether during course of instruction or otherwise.

I agree to indemnify and hold harmless the Releasees and each of them from any and all claims, demands, actions, loss, liability, damage or cost, (including court costs and the attorney's fees) arising out of or pertaining to my participation in the activity described herein, including my presence at any location or training site, backcountry location, expedition, trip or other wilderness situation.

I hereby assume full responsibility for the risk of bodily injury, death, or property damage due to the actions of releasees or otherwise while participating in one or more of the following activities, namely hiking, rock climbing, and ropes course activities and while competing, officiating in, working, or for any purpose participating in the said activities. I specifically acknowledge the possibility of loss, damage, injury or death due to the failure of equipment, change in weather conditions, accidents, mistakes, and acts of God, and specifically assume the risk with regard to same.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume -- and bear the costs of -- all the risks that may be created, directly or indirectly, by any such condition.

I expressly agree that this release waiver, and indemnity agreement is intended to be as broad and as inclusive as permitted by the laws of the State of Tennessee, and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full force and effect. In the event that I file a lawsuit against The Adventure Guild, L.L.C. , I agree to do so solely in the state of Tennessee, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

I hereby consent that The Adventure Guild/Ruby Falls/ZIPStream, or any person authorized by said organizations, to photograph me and record my voice. I consent that The Adventure Guild/Ruby Falls/ZIPStream. or any person authorized by it, use the resulting photographs, slides, films, audiotapes, videotapes and negatives for any purpose, whatsoever, including (but not by way of limitation) the display, exhibition, publication and sale thereof in promotion, advertising and trade without any compensation or other consideration. I consent that the digital photographs, slides, films, audiotapes, videotapes and negatives be reproduced by any method and at any time, altered or unaltered.

I hereby release The Adventure Guild/Ruby Falls/ZIPStream, any authorized person and all of their employees and representatives from any and all claims arising out of any publication, exhibition or the use of such digital photographs, slides, films, audiotapes, videotapes and negatives or arising out of any use of my likeness, voice or personality. I understand that such photographs, slides, films, audiotapes, videotapes and negatives shall remain the sole property of The Adventure Guild/Ruby Falls/ZIPStream.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE ADVENTURE GUILD, L.L.C., RUBY FALLS, AND OR PERSONS OR ORGANIZATIONS AFFILIATED WITH IT, AND I HAVE SIGN THIS ON MY OWN FREE WILL.

Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

### Parent's or Guardian's Additional Indemnification (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ ( Print minor's name ) ( "Minor" ) being permitted by The Adventure Guild, L.L.C. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless The Adventure Guild, LLC and Ruby Falls from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent or Guardian \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_