

**2010 WINTER ADVENTURE WEEKEND
LIABILITY WAIVER, ASSUMPTION OF RISKS,
RELEASE AND INDEMNIFICATION AGREEMENT**

Attention: By signing this document, you will waive certain legal rights. Please read carefully.

WARNING

Winter Adventure Weekend activities provide opportunities for adventure recreation and environmental education. The event includes high lines, zip lines, recreational tree climbing, rappelling, ascending on rope, canoeing, cave tours, nature hikes, obstacles, and other related activities. High lines and zip lines are cable/rope traverses using harnesses and associated hardware. The activities also include hikes in darkness, on uneven and slick terrain and on walkways, and stairways in steep sloped areas.

Most activities during the Winter Adventure Weekend are designed for use by participants of average mobility and strength and who are in reasonably good health. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, pregnancy, arthritis, tendinitis, or other joint and muscular-skeletal problems may impair the safety and well being of participants as may other medical, physical, psychological and psychiatric problems. Participants with underlying medical problems that put themselves at greater risk of injury or illness during these activities must personally consider those risks before choosing to participate.

There are significant elements of risk in any sport, or activity associated with adventure and the outdoors. Certain risks cannot be eliminated without destroying the unique character and natural beauty of the land and the adventurous nature of the activities. The same elements that contribute to the unique character of the activity can be causes of loss or damage to your equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death.

We do not want to frighten you or reduce your enthusiasm for this activity but we think it is important for you to know and to be informed of the inherent risks.

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

I acknowledge that the following describes some, but not all, of the risks:

1) Hilly and mountainous areas used for hiking and other activities may have areas and slopes which in their natural state have many dangerous obstacles and hazards which may be hidden or covered by natural debris such as tree limbs and leaves, rocks, ice and snow. Some of these obstacles and hazards often include steep cliffs, tree wells, tree stumps, creeks, streams, ravines, rocky terrain, rocks, boulders, forest deadfall, holes and depressions, varying and difficult snow, icy or other climbing conditions, including potentially dangerous man-made obstacles and hazards such as fences and other structures. The areas used for hiking may not have been traveled recently and are not regularly patrolled or examined. Because of forested areas, wild and rugged terrain or bad weather, hikers may become lost or separated from their guides or companions.

2) I am aware that my participation in these adventure activities, which may include rappelling, ascending, zip line riding, high line riding, and tree climbing may involve extreme dangers and risks, some of which include:

a. slips, trips, falls, or painful crashes due to breaking tree limbs, loose debris, and wet surface areas on the ground, rocks and on trees;

b. hit by falling objects - which may frequently occur near any activity that is higher than a human being, and in steep rock and forested terrain used for any adventure activity and may be caused by natural forces including steepness of slopes, wind, instability of tree limbs, rock structures, wind and other damage to trees.

c. falling - which can occur during an adventure activity that requires movement at any height;

d. misuse of equipment or failure of equipment;

e. lack of proper physical strength, coordination, sense of balance and ability to follow or give directions while climbing, belaying, crawling, walking, or stooping;

f. fatigue, chill, hypothermia, and/or dizziness, which may cause injury in and of itself or diminish reaction time and increase the risk of accident;

g. non-level ground and walking surfaces such as mud, water, gravel, and rocks which may cause falls, twisted ankles, and other bodily injury

h. abrasion from or entanglement with ropes or equipment;

- i. scrapes, bruises, broken bones, sprains, neurological damage, and in extraordinary cases, even death
- j. potentially harmful plants, animals, and insects which may sting or bite.

3) The risks of canoeing, include but are not limited to: drowning, hypothermia (chill leading to lowered body temperature), leg entrapment, head injuries (from upset or collision with other boats), exhaustion, dehydration, insect bites, windburn, fog, and other hazards particular to the river, the season, or my health.

I understand that the description of these conditions and risks is not complete and that other unknown or unanticipated risks may result in injury, illness, or death. Injuries may be a natural consequence of the activity undertaken, as a result of the environmental hazards (including terrain and weather), a result of errors in judgment or other negligence of staff or participants. In all cases, these inherent and other risks, whether or not described herein, must be accepted by those who choose to participate.

I am not pregnant and I am physically able to safely complete the activities which I plan to participate in during the Winter Adventure Weekend. I am not currently under the influence of alcohol, illegal drugs, impairing legal drugs which interfere or impair my ability to participate. I am aware that impairing drugs, alcohol and smoking are not permitted during any activities of the Winter Adventure Weekend.

ASSUMPTION OF RISKS

I am aware that participation in the Winter Adventure Weekend involves many risks, dangers and hazards and I understand the nature of the activities that I will engage in as described above. I understand there are risks of injury and death associated with these activities, inherent and otherwise and whether or not described above, including those which may result from the negligent acts or omissions of other participants or staff.

In recognition of the inherent risks of the activity which I, and/or any minor child for which I am responsible, will engage in, I confirm that I am (we are, the minor is) physically and mentally capable of participating in the activities herein. I am aware of the risks, dangers and hazards associated with the activities of the Winter Adventure Weekend and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom. I also accept responsibility for any personal or property damage caused by or as a result of my participation in the Winter Adventure Weekend. I/we also assume risk for accidents or injury caused by the negligence of any persons engaging in this activity with me (the minor), including any tour guides, fellow explorers, fellow participants, friends, and the like, whether such negligence is comparative or contributory. I am aware of the risks associated with hiking, canoeing, rappelling, climbing and doing any activity at heights and understand the technical aspects of these activities.

I/we accept that these activities are inherently dangerous sports. I/we acknowledge that wearing appropriate clothing, footwear, lighting, helmets and equipment are basic safety precautions and that wearing a UIAA approved helmet may help prevent head and/or neck injuries. I understand and accept that it is not the responsibility of Carter Caves State Resort Park, Winter Adventure Weekend organizers, volunteers, trip leaders, and guides to ensure that I/we have/has this equipment and wear(s) it before my(his) participation in the particular activity but my(our) sole responsibility.

I (and on behalf of the minor) assume the risks of personal injury, accidents, illness, including but not limited to sprains, torn muscles and/or ligaments, fracture or broken bones; eye damage, cuts, wounds, scrapes, abrasions, and/or contusions, dehydration, oxygen shortage, hypothermia, head, neck and/or spinal injuries; insect bites or allergic reaction; shock, drowning, paralysis and/or death.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the privilege to participate in these activities, I, on my behalf and the behalf of any minor in my charge or for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby agree:

To **WAIVE AND RELEASE, HOLD HARMLESS and INDEMNIFY** any and all claims that I, and where applicable as the Parent or Guardian of a minor participant may have against Carter Caves State Resort Park, Winter Adventure Weekend organizers, Winter Adventure Weekend volunteers and landowners upon whose land I may cross, private owners of caves, and their principals, directors, co-owners, spouses, agents, employees, and volunteers, successors and assigns, and each and every land owner, municipal and/or governmental agency upon whose property such activity is conducted, from all liability for any loss, damage, expense or injury including death that I may suffer resulting either directly or indirectly from either my use of the child's use of the equipment and premises due to any cause whatsoever including negligence, breach of contract, breach of statutory duty or other duty of care including any failure on the part of the organizers, employees, volunteers, landowners, contractors, agents, representatives, directors, officers, successors and assigns to safeguard or protect me from risks, dangers or hazards of the Winter Adventure Weekend or any feature or operation of Winter Adventure Weekend.

I am the parent or authorized guardian of the minor child(ren) listed below. I have discussed the terms of the above Agreement with the child and the child understands the agreement and has freely accepted its terms. I give and have the authority to give the child permission to participate in the Winter Adventure Weekend. I fully waive, release, hold harmless and indemnify the within parties from any claim which I may have, and to the fullest extent allow by law, to release, waive, hold harmless and indemnify such persons on behalf of the children for any claim the child(ren) may have.

I also agree to assign to the Carter Caves SRP Winter Adventure Weekend/Kentucky Department of Parks, or its assigns, the rights to use my voice, video, or other photographic images of me and the child(ren) without restriction and do hereby waive all rights to compensation for same.

YOU MUST PRINT & SIGN YOUR NAME BELOW & HAVE SOMEONE WITNESS THE SIGNATURE IN ORDER TO PARTICIPATE IN THE WINTER ADVENTURE WEEKEND

MINORS MUST HAVE PARENT/LEGAL GUARDIAN SIGNATURE!

ADULT WAW PARTICIPANT- PRINT NAME

ADULT WAW PARTICIPANT'S SIGNATURE

SIGNATURE OF PARENT/LEGAL GUARDIAN OF THE MINOR - IF NOT ACCOMPANYING MINOR

WITNESS

DATE

PHONE

ADDRESS

Name(s) of minors covered by the above agreement (Please Print Neatly)

_____ **Age: _____ Relationship: _____**

_____ **Age: _____ Relationship: _____**

_____ **Age: _____ Relationship: _____**

_____ **Age: _____ Relationship: _____**