

<i>For NOC use only</i>	
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: _____

PRINT Full Name of Emergency Contact: _____

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

Activity Participation Acknowledgement

I, _____, the adult participant ("Participant") and/or parent/guardian on behalf of a minor participant, if any, _____, ("Minor Participant"), 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"). I hereby acknowledge and accept that the Activity and undertakings associated therewith, may be physically and emotionally challenging, and that my participation in the Activity may involve physical contact with others, use of and proximity to equipment and other dangerous apparatus, and exposure to risk of accident, injury, death, damage to personal property and/or mental distress. I acknowledge and agree that the Activity may involve certain inherent risks associated with the location, nature, and terrain, including, but not limited to, forces of nature, including high winds, lightning, and rapid weather changes; adverse weather; changing visibility; falls from significant heights; the hazards of being struck by the equipment; unexpected equipment failures; slips and falls; the risk of exposure to insects and encounters with wildlife; drowning; strong current; the negligence of participants, or other persons who may be present; travel over extreme mountainous or alpine terrain; travel on highways and back-country roads; transportation in vehicles; exposure to and contracting communicable diseases and viruses, and illnesses, including but not limited to COVID-19; becoming lost or separated from other NOC employees, organizers, guides, instructors, or other participants; accidents or illnesses occurring in remote places without medical facilities; failing to act safely or within one's own ability; Participant(s) own physical condition; and the physical exertion associated with this Activity, and I expressly acknowledge that I am participating in the Activity at my own risk. I also 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 further 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 safely complete the Activity for any reason or that I am under the influence of alcohol or drugs. By participating in the Activity and executing this Release of Liability, I represent that I am in good health and physical condition and do not suffer from any disability which would prevent my safe participation in the Activity.

Release, Waiver of Liability, and Indemnity Provisions

In consideration of my participation in the Activity, I, Participant and/or parent/guardian of Minor Participant, agree on behalf of myself, my heirs, executors, administrators, and personal representatives and those of Minor Participant ("Releasing Parties") to hereby irrevocably, unconditionally, and forever release, acquit, discharge, hold harmless, and indemnify (i.e., defend and pay any judgment and costs, including attorneys' fees and related expenses) 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 any other governmental agency, whether federal or state, or other entities who may have an interest in any river, lake, or other real property or waterway on which the Activity takes place, along with any and all directors, officers, trustees, members, managers, staff, employees, volunteers, agents, personal representatives, heirs, attorneys, successors and assigns thereof, including all affiliated entities or subsidiaries, and all other persons and entities connected with such entities, whether herein named or not ("Released Parties") from any and all charges, actions, complaints, causes of action, claims, liabilities, obligations, promises, controversies, damages, suits, proceedings, expenses, attorney fees, and demands of any kind or nature whatsoever, known or unknown, suspected or unsuspected, whether arising out of contract, tort, strict liability, or otherwise, whether currently existing or arising, occurring or accruing in the future, based upon, arising out of, related to, or connected in any way to the Activity.

I further acknowledge and agree that the Released Parties shall have no liability or obligation to Releasing Parties with respect to, arising from, related to, or in connection with Releasing Parties participation in the Activity. I represent and warrant that I am eighteen (18) years of age or older, or if a Minor Participant, have obtained my parent or guardian's written consent to participate in the Activity and execute this Agreement, am under no legal incapacity to execute this Agreement and intend to be bound by its terms, and that I have read this Agreement and fully understand the terms and provisions hereof (including, without limitation, that this is a release of liability and indemnity agreement), and that I intend to be bound by this Agreement. I agree that, notwithstanding the principles of conflicts of law, the internal laws of the State of Georgia shall govern and control the validity, interpretation, performance, and enforcement of this Agreement, and I further expressly agree that the foregoing Agreement is intended to be as broad and inclusive as is permitted by applicable law and that if any portion hereof is held void or unenforceable, it is agreed that, notwithstanding any such invalidity, the remainder of this Agreement shall continue in full legal force and effect.

Representation

The Participant represents and warrants that to the best of the Participant’s knowledge the Participant and/or Minor Participant is not currently and has not within the last 14 days been exhibiting any signs or symptoms of COVID-19. The Participant represents and warrants that Participant and/or Minor Participant has not been diagnosed with COVID-19 in the last 21 days. If executing this Waiver more than 3 days prior to Participant’s activity, Participant agree to update NOC upon checking in for the scheduled activity.

Media Release

I, Participant and/or parent/guardian of Minor Participant, agree on behalf of myself or on behalf of Minor Participant, to hereby irrevocably give NOC and its respective licensees, agents, affiliates, successors, and assigns and/or others working on its behalf my permission and grant to NOC the right, to film, record, and photograph me and/or Minor Participant according to the terms and conditions set forth in this Agreement. I hereby grant and license to NOC a perpetual, worldwide, irrevocable, non-exclusive, freely assignable with the right to sublicense (by NOC), royalty-free, and paid-up right to use, reproduce, duplicate, integrate, publish, exhibit, sell, or sublicense, (collectively, "Use") my and/or Minor Participant's image, portrait, picture, likeness, voice, statements (including extractions thereof), and/or performance, (as applicable), including any derivatives, modifications, alterations, or edits thereto (collectively, Participant's or Minor Participant's "Likeness") and all materials created by or on behalf of NOC that incorporate any of the foregoing (the "Materials"), including video, photographs, negatives, positives, prints, digital reproductions, audio recordings, or other manifestations thereof and on, or in connection with any media, including the Internet, NOC's, or other relevant websites, social media sites, blogs, and any and all digital and new media along with any activating or subscription-based technical components or features provided thereon, whether now existing or hereinafter developed. NOC's use of the Materials shall be solely for the purpose of advertising and promoting NOC and any of its outdoor recreation and associated services and without any additional notice to, consent by, approval by, or compensation to me or Minor Participant.

I agree that all right, title, and interest in and to the Materials are exclusively owned by NOC, including all copyrights and other intellectual property rights therein, and I hereby release any rights, title, or interest I may have to, or in connection with the Materials. I agree that the results of my or Minor Participant's participation in connection with the Materials will be considered work made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent that the Materials, or any part thereof, fails to be considered a work made for hire (or for any other reason does not automatically inure to NOC), I hereby permanently and irrevocably assign to NOC all rights, title, and interest in and to, if any, the Materials. I hereby waive the benefit of any moral rights and of any similar law anywhere in the world. I will not authorize any other individual or entity to Use the Materials.

To the fullest extent permitted by applicable law, I hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, damages, and expenses arising directly or indirectly from NOC's use of the Materials in accordance with the terms hereof, including what might be deemed misrepresentation due to editing, alteration, distortion, optical illusion or faulty processing or reproduction which may occur in the finished Materials or any claims of defamation, disparagement, slander, libel, false light invasion of privacy or publicity, intellectual property infringement or the like in any jurisdiction throughout the world. Nothing herein shall constitute any obligation on NOC to make any use of the license granted by me or Minor Participant as set forth herein. NOC's use is completely at its own discretion.

Medical Emergencies

I hereby give permission to the NOC Parties to contact emergency services for help or provide me with emergency medical treatment or First Aid, whether or not the NOC Parties have contacted my emergency contact, and give permission to a licensed physician or other licensed medical provider or first responder to provide proper treatment, including but not limited to emergency transportation, treatment, 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 or administering First Aid or emergency medical services for me pursuant to this authorization and waiver.

I AM AWARE THAT THE ACTIVITY MAY BE DANGEROUS AND THAT I COULD SUSTAIN SERIOUS INJURY, DEATH, OR EXPOSURE TO A COMMUNICABLE DISEASE, VIRUS, BACTERIA OR ILLNESS (INCLUDING BUT NOT LIMITED TO COVID-19 OR ANY OTHER CORONAVIRUS). I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE THAT THIS PROVISION CONCERNS A SUBSTANTIAL RIGHT. I FURTHER AGREE TO ASSUME ANY AND ALL RISKS OF ACCIDENT, BODILY INJURY, DEATH, EXPOSURE TO A COMMUNICABLE DISEASE, VIRUS, BACTERIA OR ILLNESS (INCLUDING BUT NOT LIMITED TO COVID-19 OR ANY OTHER CORONAVIRUS) OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN, AND EVEN IF ARISING FROM THE NEGLIGENCE OF THOSE PERSONS RELEASED FROM LIABILITY BELOW, WITH THE EXCEPTION OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THE TERMS OF THE AGREEMENT ARE CONTRACTUAL AND NOT A MERE RECITAL, AND SIGN IT OF MY OWN FREE WILL. I ACKNOWLEDGE THAT THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON THE PARTICIPANT AND MINOR PARTICIPANT

Date Participant's Signature

Date Parent/Guardian of Minor Participant’s Signature

Print Participant's Name

Print Parent/Guardian's Name