



North Fork Valley Canopy Tour Participant Agreement (Including Acknowledgement of Risks and Agreements of Release and Indemnity)

This document contains important information about the North Fork Valley Canopy Tour at NROCKS Outdoor Adventures (referred to herein as "NROCKS") and the properties on which it is located. It may affect the legal rights of participants in the activities of the Canopy Tour and their families. It must be read, understood and signed by all participants 18 years of age or older. If a participant is a minor (under 18 years of age) his or her parent or legal guardian (referred to herein as "Parent") must sign, for himself or herself and on behalf of the minor child. Participants under the age of 13 must be accompanied on the Canopy Tour by a responsible adult (18 years or older).

In consideration of being allowed to participate in the Canopy Tour and to move about its premises, the undersigned adult Participant or Parent if applicable, acknowledge and agree as follows:

The Canopy Tour

The Canopy Tour includes zip lines (high cable traverses using safety harnesses and pulleys), sky bridges (suspended walkways consisting of planking supported by steel cables and rope handrails), a rappel (a vertical decent controlled by the participant through a friction device), hiking and other related activities. **Participant must weigh between 70 and 250 pounds.** Participant must be reasonably fit and able to control the speed of his or her travel along the zip lines by a hand brake - administering pressure to the cable behind the pulley while wearing leather gloves. This technique will be explained, demonstrated and practiced in the orientation and if Participant is unable to perform this task they will be excused from participation. Participant may also be required upon occasion to pull himself or herself along a stretch of cable (most likely in the event of losing momentum before reaching a landing platform – guides may assist with this process). The tour includes moderate hikes on uneven terrain, the total hiking distance on the course being approximately 2,500 feet. Participant must be physically able to complete these hikes. All equipment will be fitted and checked by the staff, progress throughout the tour will be closely monitored by the guides and all equipment transfers will be performed by guides. Participant understands that he or she must be attentive to instructions and warnings posted at the Canopy Tour registration area and provided by Canopy Tour staff during the hiking and zipping portions of the experience. Participant shares the responsibility for managing the risks of these and other activities and circumstances including assuring equipment is properly fitted and secured. Failure of Participant to abide by all rules, guidelines and instructions of Canopy Tour staff may, at the sole discretion of the staff, result in the dismissal of Participant from the Canopy Tour without refund of any fee or other expense paid. Participant agrees that he or she will not use, and will not be under the influence of, any recreational drug or alcohol while involved in the Canopy Tour experience. Participants under 13 years of age must be accompanied by a responsible adult (18 years or older) who may need to respond if the child seeks reassurance or support.

Risks

Serious injuries are uncommon in Canopy Tours, but the risk of injury certainly exists, by reason of falls, contact with other participants and fixed objects, and moving about or being transported on the grounds on which the activities are initiated and conducted. Participant may experience anxieties associated with being at heights and traveling swiftly over the cable. The properties on which the tour is located includes hilly, rocky, uneven and wooded terrain, cliffs, ravines, and creek beds. Activity gear may fail, or be misfitted or misused. Staff members and participants may make mistakes of judgment and conduct including pertaining to the equipment and proper attachments to the cable and harness. Participating in the Canopy Tour will expose Participant to the unpredictable forces of nature, including, but not limited to, changing weather conditions, high winds, lightning and hail. Participant may come in contact with plants and insects that create hazards, including allergic reactions, and a variety of wild animals including, but not limited to, deer, snakes, bear, bobcat, and skunks. The Canopy Tour experience occurs in a remote location where radio and telephone communication is unpredictable and medical care and evacuation may be significantly delayed.

These risks are inherent in the Canopy Tour experience; that is, they cannot be eliminated without destroying the unique character of the experience. These and other risks may result in injuries and illnesses, including pinches, scrapes, twists, bruises, sprains, lacerations, fractures and other physical and emotional trauma, and in extreme circumstances even death.

Assumption of Risks. I, adult Participant or Parent of a minor Participant, have read and understand the information above, and have viewed images and received additional information at the registration counter and/or on the web site of the Canopy Tour (www.NROCKS.com).

I understand that the above description of risks of the Canopy Tour is not complete and that these and other, including unknown or unanticipated, risks, inherent and otherwise, may result in loss of property, injury or death. If I am a Parent of a minor Participant I have discussed the activities and their risks and possible outcomes with my child, and he or she wishes to participate nevertheless.

I expressly and voluntarily agree to accept and assume all of the risks of enrollment and participation in the Canopy Tour experience and related activities, and moving about the premises of the tour, whether or not described above and inherent or otherwise.

Release. I, adult Participant or Parent of a minor Participant (Parent, for myself and, to the fullest extent allowed by law, on behalf of my minor child), hereby voluntarily release Wild West Virginia Outdoor Adventures LLC, doing business as NROCKS Outdoor Adventures, and Fun & Dreams West LLC, and their respective owners, members, officers, directors and staff (“Released Parties”) from any and all claims, demands or causes of action, which are in any way related to my, or the minor child’s, enrollment or participation in the Canopy Tour experience, including the tour, and the use of Canopy Tour vehicles, equipment, structures, and premises. This release includes claims of negligence of a Released Party and to the fullest extent allowed by the laws of West Virginia, claims of aggravated forms of negligence and other careless or wrongful conduct of a Released Party.

Indemnity. I, adult Participant or Parent of a minor Participant, agree further to indemnify (that is defend and protect, and pay or reimburse) the Released Parties and each of them from any claim, by whomever it might be brought, including the minor child, other participants and members of my, or the minor child’s, family, arising from my, or the child’s enrollment or participation in the Canopy Tour experience, including the tour, and the use of Canopy Tour premises, equipment, vehicles and structures. This indemnity includes losses suffered by me, or the child, and losses caused by my, or the child’s, conduct. This indemnity includes claims of negligence of a Released Party and to the fullest extent allowed by the laws of West Virginia, claims of gross negligence, recklessness and intentional acts of a Released Party. Should a Released Party or anyone acting on his or her behalf incur attorney’s fees and costs to enforce this agreement or otherwise defend a claim, I agree to indemnify and hold them harmless for and pay or reimburse all such fees and costs to the extent such a claim is withdrawn or relief is not granted on the claim by a court of competent jurisdiction.

Other. I, adult Participant or Parent of a minor Participant, further agree:

- a. I have adequate insurance to cover any injury or damage I, or the minor Participant, may cause or suffer while participating in the activities at the Canopy Tour or moving about the premises.
- b. In the event that I, the child or anyone on my or the child’s behalf files a lawsuit against a Released Party, I agree that the venue of any such suit shall be Pendleton County, West Virginia. I further agree that the substantive laws of West Virginia shall apply in the action without regard to the conflict of law rules of that state.
- c. I have had sufficient opportunity to read this entire document. I have read and understood it and I agree to be bound by its terms. I intend it to be binding on me, members of my family, my heirs and estate.
- d. I hereby authorize Wild West Virginia Outdoor Adventures LLC to utilize any photo/video or any other media containing images/sounds of myself, or of my child, for promotional or other purposes, without compensation.
- e. If any part of this document is deemed unenforceable by a court of competent jurisdiction, the remaining provisions will nevertheless remain in full force and effect.

Medical Information. I, adult Participant or Parent of a minor Participant, understand that participating in the Canopy Tour experience is a strenuous activity. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, diabetes, asthma, allergies, seizure disorders, pregnancy, arthritis, tendonitis and other joint and muscular-skeletal problems, recent surgery and other medical issues – physical and emotional (such as fear of heights) – will increase the inherent risks of the experience and cause Participant to be a danger to himself or herself and to others. It is with this understanding that I have listed below my, or the minor Participant’s, medical conditions pertinent to the Canopy Tour experience.

If Participant is a female, I acknowledge that participating in the Canopy Tour is not recommended for women who are pregnant and that I am not, or the minor Participant is not, pregnant at this time.

Participant, adult or minor, is taking the following medications: (If none, indicate none)

Participant, adult or minor, has the following medical conditions which might affect his or her participation in the Canopy Tour experience: (If none, indicate none)

I have truthfully completed the medical and special needs information called for above. NROCKS Outdoor Adventures staff is authorized to provide or obtain emergency medical care for me, or my child, and to exchange pertinent medical information with a third party medical care giver.

Participant’s Name (printed): _____ Date: _____

Adult Participant’s Signature: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

In case of emergency contact: _____ Phone: _____

Relation to Participant: _____

Participant’s Age (if under 18): _____ Participant’s Birth date (if under 18): _____

If Participant is less than 18 years of age, Parent must also sign.

Minor’s Name (printed): _____ Date: _____

Parent/Guardian Name (printed): _____ Parent/Guardian Signature: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____