

Adventure Center of Asheville

85 Expo Drive, Asheville, NC 28806
(828) 225-2921

(OFFICE USE ONLY) Activity _____
Date _____ Trip Time _____ Group Name _____ Res# _____

Please Complete the Information Below (Please Print)

PARTICIPANTS NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: _____ EMERGENCY CONTACT NAME & PHONE: _____

DATE OF BIRTH: _____ EMAIL ADDRESS: _____ (We do not sell or share this information.)

PLEASE READ BOTH SIDES CAREFULLY

RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS & INDEMNIFICATION AGREEMENT.

Notice – By signing this document you may be waiving certain rights, including the right to sue.

Release and Waiver of Claims; Assumption of the Risk; Indemnification Agreement

In consideration of being allowed to use the facilities and participate in Aerial Adventure Park/Kids Zipline/Zipline Canopy Tours/KOLO Bike Park/Teambuilding and other activities (collectively the “Activities”) provided by Adventure Center of Asheville, LLC (the “Host”), the Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant’s simple visitation on the property/facility, participation in the Activities or the use of any equipment provided by the Host (“Equipment”), including while receiving instruction and/or training;
- 2) TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
- 4) TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of simple visitation on the property/facility, participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training.

Photography/Video Release

Participant hereby grants to the Host, its representatives, and employees the right to take photographs/videos of Participant in connection with Participant’s participation in the Activities. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

Personal Responsibility

The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/her from simple visitation on the property/facility, participating in the Activities and that he/she is not participating against medical advice.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant’s simple visitation on the property/facility, participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Host’s Equipment and facilities before any participation.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of simple visitation on the property/facility, the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of common sense and by being aware of his/her surroundings.

If, while simply visiting the property/facility, participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant’s personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.

Binding Arbitration

The Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, hereby agrees to submit any dispute, claim, or controversy, relating to and/or arising from (a) this Release of Liability, Assumption of Risk, Waiver of Claims, Indemnification & Binding Arbitration Agreement, (b) Participant's participation in the Activities, and/or (3) any other interaction between the Participant and the Host, including the determination of the scope or applicability of this agreement to arbitrate, to binding arbitration. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the “Panel”), to be chosen by the party-appointed arbitrators. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the district in which the Activities occurred. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in the State and County where the Activities occurred, and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. As a threshold matter, the Panel shall confirm whether the Waiver and Release contained in this Agreement are enforceable under applicable law. Judgment on the Award may be entered in any court having jurisdiction over the parties and controversy. Participant and the Host specifically intend this.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. ALL GUESTS WILL BE IN CLOSE CONTACT WITH STAFF AND OTHER GUESTS, SO EXPOSURE TO GERMS IS ALWAYS POSSIBLE.

AGE, WEIGHT, AND ACCESS RESTRICTIONS: I also confirm that I am with in the age and weight limits set for the activities I will participate in and will ask an employee if I am not sure of the age or weight restrictions for such activities. I agree that I will not, at any time, climb, play or otherwise use the Facilities or any part of the Facilities while not an authorized participant.

Weight Restrictions: | Zipline Canopy Tour: Minimum Weight 70 lbs, Maximum Weight 250 lbs | Treetops Adventure Park: Maximum Weight 265 lbs | Kid Zip: Maximum Weight 225 lbs

Kolo Bike Park Rules and Regulations:

All riders must be checked in and paid before riding Kolo Bike Park. Bike Helmets and Closed Toe Shoes are required while riding at all times.

The Adventure Center of Asheville, including Kolo Bike Park, does not assume responsibility for riders on the trail system, jump systems, features or pump tracks. Random advanced level features, obstacles, and drops exist throughout the park. Riding is at your own risk and it is understood that changes in park conditions due to weather, other riders, and general use are out of the control of the Adventure Center of Asheville. Riders age 13 and under or Beginner Riders are required to have an adult (age 18+) on the property. Since riding Kolo is not supervised, we highly recommend that beginners or kids riding Kolo for the first time are escorted on trails by an adult (18+). Riders aged 14+ are allowed to be dropped off and ride independently without adult supervision.

Drop-Offs - Riders under the age of 16 are NOT allowed to be dropped off and left without adult supervision for more than 3 hours. The Adventure Center of Asheville Welcome Center must be notified when riders are dropped off without immediate transportation options on the property. Those youth must be able to understand and follow all items mentioned within this agreement and accept responsibility for all items within the agreement along with their parent or guardians.

Participant Weight: _____

Participant’s Name (Printed): _____

Participant’s Signature: _____

Date: _____

Parent/Guardian’s Name (Printed): _____

Parent/Guardian’s Signature: _____

Date: _____