



Release, Assumption of Risk and Indemnity Agreement

I, the Undersigned, acknowledge that directly or indirectly, have requested that I, as the Group Leader, Individual, or Legal Guardian for the minor(s) in my group be allowed as a group or individual to participate in certain activities and allowed to utilize certain services provided by Foothills Outdoor Adventures, which along with any commonly owned, related, parent or subsidiary corporations and entities, their owners and shareholders officers, directors, agents, and employees, whether or not separately identified herein and/or any successor and/or assignee, are hereafter collectively referred to as "FOA". I acknowledge that the FOA may have also been requested to arrange for myself or my group to participate in activities or utilize services provided by other persons, businesses, or entities and acknowledge that the FOA has made no representation whatsoever as to the safety or quality of those activities or services, but has only made arrangements for participation in those activities or use of those services as an accommodation to me or my group at my/our request. I understand and accept that I/We are about to engage in activities that may pose substantial risks of physical injury and/or death, disease or illness and/or loss of personal property, as the result of exposure to; the hazards of travel over and through rough terrain, on public and/or private roads and/or lands; the hazards of traveling on turbulent, fast, and cold waters, rivers, streams and lakes; jumping, diving, or being thrown into the water; risks inherent in attempting to navigate fast rivers such as, but not limited to striking rocks and other obstructions; vessels being flipped; risks arising for the improper and/or incorrect use of paddles, oars, PFDs or other boating equipment; and other unnamed, but foreseeable risks related to canoeing, kayaking, tubing, paddleboarding and boating on rivers, lakes, streams and ponds; the risks of injuries by animals, fish and/or reptiles; the risks that injuries may occur in remote areas without adequate medical facilities; the risks of traveling by air, train, automobile, bus, horse, bicycle, foot, ATV and/or other conveyance while traveling to or from any activity site or participation in any activity; the risks of hiking downhill and uphill while carrying equipment or not; the risk of negligence, gross negligence, and/or bad judgment on the part of the FOA, other providers and/or other participants; risks arising from defects in equipment and/or products. I represent that I as the Group Leader, Individual or Legal Guardian for the minor(s) in my group are in good physical condition and health and am/are/is able to safely participate in requested activities. In consideration of and as part payment for my right, the groups right or that of the minor(s) in my group to participate in such activities and utilize such services, I personally do hereby to the greatest extent of the laws assume all of the reasonable related and foreseeable risks, whether or not specifically identified herein, of all the activities and services in which I participate or which I use, release the outfitter from any and all liability, including but not limited to liability arising from negligence, gross negligence and/or willful and wanton conduct, and will indemnify and hold the FOA harmless from any and all liability, claims, and demands of every kind and nature whatsoever which I, the Group or the minor(s) in my group may ever have arising directly or indirectly from participation in any and all such activities or using such services, outfitters, legal defense costs and expenses and or the cost of any medical treatment or other expenses incurred for myself, my group or the minor(s) in my groups benefit. I agree that the exclusive venue of any suit or claim against the FOA for any reason whatsoever shall be the magistrate or district courts of Wilkes County, NC. No representations contrary to the above have been made to me or if made, such representations have not been relied upon by me in any way and have not affected my decision in any way to participate or allow my group to participate in any activity or utilize any service and have not affected in any way my intention to release, assume risk or indemnify the outfitter as described above.

SIGNATURE: _____ DATE: _____

Group Leader/Parent/Legal Guardian permission for minor to participate: Having the legal authority to do so, I give the Minor(s) in my group permission to participate in the scheduled activities offer by or arranged through the FOA, give the FOA permission to authorize medical treatment in case of emergency or accident, and will indemnify and hold harmless the FOA as stated in the above document for any legal claims made by or on behalf of the minor(s) in my group.

SIGNATURE: _____ DATE: _____