



COOL RIVER
ADVENTURES

ASSUMPTION OF RISK RELEASE AND WAIVER OF LIABILITY

Cool River Ziplines & Aerial Adventure Park

112 Poplar Stump Road • Helen, GA 30545 • 706.878.9471

Zipline/Adventure Park Participant Agreement including Assumption of Risks and Agreement of Release and Indemnification

This form must be read, understood, and signed by all Participants, adults and minors (persons under the age of 18) and by a parent or guardian (referred to from this point on as Parent) for a minor Participant. Parents sign for himself or herself and on the behalf of the minor child. No applicant may participate in a Zipline or Adventure Park Tour unless these signatures are provided.

In consideration of being allowed to participate in the Activities and the services of Cool River Tubing Company, Inc., Rocky Road Investments, LLC, Cool River Ziplines, and Cool River Aerial Adventure Park, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, (hereinafter collectively referred to as Cool River), I hereby agree to release, indemnify, and discharge Cool River, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives, estate, and insurers as set forth herein.

Description of Activities: As used in this agreement, the term “Activities” shall mean and include all of the following described events and activities. The Cool River Zipline, Aerial Adventure Park, and other operations of Cool River (hereinafter “Park”) provide opportunities for adventure, recreation, and environmental education. Ziplines are high cable traverses using safety harnesses and associated hardware. Riders zip between structures and are challenged with the difficulties of stepping off a high platform or tower, confronting a fear of heights, and the risks of accepting these and other new challenges. Sky bridges are walkways high above the ground, including planking supported by steel cables. Participants may also be required upon occasion to pull themselves along a stretch of cable if they lose momentum before reaching any given landing platform (in some cases guides will assist in this process). The Park includes, but is not limited to sky bridges, stairs, platforms, and the possibility of a rappel. The Park has a continuous belay system which should not be removed by anyone but your Cool River guide. Some elements of the Park may require participants to wear safety harnesses clipped into overhead steel cables or safety lanyards. All Participants will complete a Safety Course before engaging in the Activities. Participants must wear an approved helmet and closed-toe secured footwear along with the safety harness. The Park includes elements which require Participants to move at heights up to 75 feet. Equipment transfers should only be performed by Cool River guides. Participants must be physically able to complete these transfers and obstacles. The Park includes elements with mechanical braking which may include a jarring impact as the Participant is stopped by mechanical breaking system.

Medical Concerns: The Park and Activities are designed for use by participants of average mobility and strength who are in reasonably good health. **Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, pregnancy, arthritis, tendonitis, prior head, neck or back injuries or other joint and muscular-skeletal problems may impair the safety and well-being of participants on the course; as may other medical, physical, psychological, and psychiatric problems.** All such conditions may increase the inherent risks of the experience and cause the participant to be a danger to themselves or others. Participants with underlying medical problems that put them at greater risk of injury or illness during use of the Park and Activities must carefully consider those risks before choosing to participate, and they must fully inform Cool River, in writing, prior to using the Park or participating in the Activities. Cool River reserves the right to exclude any applicant from participation, for medical, safety, or other reasons. It is advised that you bring a backpack or fanny-pack to include any medications/supplies you might need during your use of the Park and Activities (e.g. EpiPen, Asthma inhaler, sunscreen, insect repellent, etc.).

Inherent and Other Risks: Serious injuries are uncommon in Park and Activities, but the risk of injury or death certainly exists including, but not limited to those by reason of falls, contact with other participants and fixed objects, moving about or being transported on the grounds on which the Activities are initiated and conducted. A number of risks are inherent to the Activities. These are risks that cannot be eliminated without changing the essential nature, educational and other values of the Park and Activities. The emotional risks include, but are not limited to unwelcome or inadvertent touching, simple hurt feelings to panic, and psychological trauma (such as fear of heights). The physical risks include injuries which include, but are not limited to slips, falls and falling, rope burns, pinches, scrapes, twist and jolts that could result in injuries which include, but are not limited to scratches, lacerations, fractures, sprains, concussions, neurological damage, paralysis, amputations, head, neck, or back injuries, and in extraordinary cases, even death. The property on which the Park and Activities are located includes hilly, rocky and wooded terrain, ravines, and a river with potentially harmful plants, insects, snakes, and animals which could create hazards such as bites, stings, allergies, and associated diseases. Injuries may be a natural consequence of the Activities undertaken, as a result of the environmental hazards (including terrain and weather), a result of errors in judgment or other negligence of Cool River or participants, or otherwise, and other risks which may not be inherent, whether or not described above must be accepted by those who choose to participate.

In consideration of gaining access to the Park and the Activities which I and my family have contracted for with Cool River, I (we) the undersigned Participant(s) and the Parent or Guardian of a minor Participant (for himself or herself and on the behalf of the minor participant), agree as follows:

Initial Each Item Below

_____|_____. 1. 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. I acknowledge and voluntarily assume the risks of illness, injury, and death associated with these Activities, inherent, unanticipated and otherwise, and whether or not described above, including those which may result from the negligent acts or omissions of other participants or Cool River.

_____|_____. 2. I accept responsibility for any expenses that may be incurred for any illness or injury that may result from my, or my minor child's, enrollment or participation in the Park and Activities, including the costs of evacuation, hospitalization, and medical treatment and any sums payable to anyone by reason of any injury or loss of life that I may sustain through my participation in the Park and Activities.

_____|_____. 3. I am the parent or guardian of the minor child(ren) whose signature(s) appear on this release form. I have discussed the terms of the Agreement with my child and am assured by my child that he/she understands the Agreement and has freely accepted its terms. I give my child permission to participate in the Park and Activities. My signature below reflects my agreement to fully release Cool River, as provided above, from any claim which I may have, and, to the fullest extent allowed by law, to release such persons on behalf of my child(ren), for any claim the child(ren) may have.

_____|_____. 4. I do not have any mental, physical or medical conditions which might affect or negatively impact my ability to participate in the Park and Activities or which would likely result in an accident or injury to myself or other participants. I have the skill and physical ability to participate in the

Park and Activities and agree and warrant that, if at any time, I think that any part or performance of the Park and Activities is unsafe, I will immediately advise the personnel of Cool River and if necessary, I may not be permitted to participate further in the Park and Activities in whole or in part. I further represent and warrant that I have not consumed, and am not under the influence of, intoxicants, medicine or drugs that could affect my normal mental or physical ability. Cool River shall not be liable for refusing participation in the Park and Activities, in its sole discretion, to me for violation of any representation contained herein or any rule of the Rules & Regulations or verbal instruction, and I hold Cool River harmless for any and all such claims.

_____|_____. 5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Cool River from any and all claims, demands, or causes of action, which are in any way connected with my, or my children's, participation in the Park and Activities, including any such claims which allege negligent acts or omissions of Cool River. I further acknowledge that if anyone is hurt or property is damaged during my participation in the Park and Activities, I may be found by a court of law to have waived my right to maintain a lawsuit against Cool River on the basis of any claim from which I have released them herein.

_____|_____. 6. I hereby agree that this Assumption of Risk and Release and Waiver of Liability Agreement extends to all acts of negligence by Cool River, INCLUDING NEGLIGENCE RESCUE OPERATION and is intended to be as broad and inclusive as is permitted by the laws of the State of Georgia in which the Park and Activities are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I agree that should any part of this Agreement be judged invalid by a court with proper jurisdiction; that all other parts not so judged shall nevertheless remain valid and in effect. Provider reserves the right to use voice, video, photographic or other images of Participant for future marketing, educational, or other purpose, and Participant (and Parent or Guardian) hereby consent to such use, without compensation. I agree the laws of the State of Georgia shall govern this agreement and that the courts with jurisdiction in White County, Georgia shall have jurisdiction in any dispute that may arise between Participant and Cool River.

I have read, fully understand, and hereby agree to the terms of this agreement, voluntarily and with knowledge of the activities and their risks. I acknowledge that this agreement shall be effective and binding upon me, my spouse, my children, my parents, my heirs, assigns, personal representatives, estate and insurers.

PLEASE PRINT. Leave no lines blank. List each Participant's information individually and sign.

Adults

Name: _____ Age: _____ Height: _____ Weight: _____
Address: _____
City _____ State _____ Zip _____
Telephone: _____ Email: _____
Medical Conditions: _____
Signature: _____ Date: _____

Name: _____ Age: _____ Height: _____ Weight: _____
Address: _____
City _____ State _____ Zip _____
Telephone: _____ Email: _____
Medical Conditions: _____
Signature: _____ Date: _____

Minors

Name: _____ Age: _____ Height: _____ Weight: _____
Address: _____
City _____ State _____ Zip _____
Telephone: _____ Email: _____
Medical Conditions: _____
Guardian Signature: _____ Date: _____

Name: _____ Age: _____ Height: _____ Weight: _____
Address: _____
City _____ State _____ Zip _____
Telephone: _____ Email: _____
Medical Conditions: _____
Guardian Signature: _____ Date: _____