

## Lake Activity Waiver, Contract, and Release of Liability and Indemnification Agreement

I am aware that during the Lake activities (including zip line, water slide, climbing wall, trampolines, and other inflatables and non-inflatables) in which I am participating under the arrangement of ACE Adventure Resort, Wildwater Expeditions Unlimited, or North American River Runners, its agents, employees and associates, certain substantial risks and dangers may occur, including but not limited to:

- Disease and drowning and problems related to near drowning
- Fractures and punctures, vehicle accidents, lightning, briars and thorns
- Partial or total paralysis, explosions, snakebites, heart attack
- Eye injury including blindness, heat stroke, cuts and infection, strains
- Cleaning solvents and other chemicals, falling limbs or trees
- Insect bites and bee stings, contaminated water
- Equipment malfunction, failure or lack of safety equipment
- Actions of myself, other players, judges, referees, or others
- Illness or injuries in remote places without medical facilities
- Failure or lack of communications equipment
- Problems or hazards related to consumption of alcohol or drugs

Any alteration to this waiver will prohibit the participation in all activities.

1. In consideration of in part payment for the privilege of being permitted to participate in any way in the lake activities, and the services, food, and alcoholic beverages if any, arranged for me by ACE/Wildwater/NARR I have and do hereby assume all of the above risks, and release, and will hold harmless ACE/Wildwater/NARR, its agents, employees, associates, and associated companies, or any other person from any and all liability, actions, caused of action, debts, claims, and demands of every kind and nature whatsoever which I now have or which may arise out of or in connection with my participation. I further give permission for use or sale of any photograph or video (including live webcam) showing me without further compensation to me. The term hereof shall serve as a release, contract, indemnification (payment of all court and other legal costs if I, my heirs, or assigns lose in a court action), indemnification by parents or guardians (reimbursement of awards and legal fees in a winning suit brought by the minor, signing parent, or other parent), and assumption of risks for my heirs, executors and administrations and for all members of my family, including any minors accompanying me.
2. I certify that I will not hold ACE/Wildwater/NARR, its agents, employees or associated companies responsible for actions of independent or quasi-independent providers of activities which have been arranged for me, or recommended to me by the afore listed entities.
3. I certify that I will not hold ACE/Wildwater/NARR, its agents, employees or associated companies responsible for any harm occurring wholly or partially as a result of any existing health problems including, but not limited to:
  - Reactions to bee stings or the constriction of airways due to cold water, cold air, or asthma
  - Broken bones due to osteoporosis
  - Hemophilia, pregnancy, heart disease, high blood pressure
  - Loss of stamina or coherency due to diabetes
4. If medical evacuation, including ambulance or helicopter, due to new or existing medical conditions is arranged by ACE/Wildwater/NARR, I agree to reimburse ACE/Wildwater/NARR for any charges.
5. The risk of injury from the lake activities is significant, including the potential for permanent disability and death, and while personal discipline will minimize this risk, the risk of serious injury does exist.
6. I understand the nature of lake activities and I am in good health and in good physical condition. If I believe the lake activities are unsafe or that I am not capable to continue in the lake activities, I will immediately discontinue participation in the lake activities.
7. I, on behalf of myself, my personal representatives, heirs, or assigns, hereby voluntarily agree to release, waive, discharge, and hold harmless, defend and indemnify ACE Adventure Resort, Wildwater Expeditions Unlimited or North American River Runners and any other companies or persons that may have recommended that I play in the lake here from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services or otherwise that may arise out of my use of lake equipment or my participation in lake activities. I agree to indemnify (pay all court and other legal costs if I, my heirs, or assigns lose in a court action) ACE Adventure Resort, Wildwater Expeditions Unlimited or North American River Runners for any court proceeding that may be brought against them on my behalf.
8. I have read and understand the rules, including safety related rules, and agree to comply with all regulations. Failure by others to enforce my adherence to the rules does not negate my responsibility to follow the rules.
9. This is a public area in which only minimal security may be provided; the same precautions against crime should be exercised here as anywhere else. Thieves are everywhere, so we recommend you lock your valuables in the glove box or truck of your vehicle.

- 10. This agreement, waiver, contract, and release shall be governed by the laws of West Virginia and I agree that any court actions will be heard in Fayette County, West Virginia or in Federal Court of Southern West Virginia.
- 11. If any part of this agreement, contract, waiver, or release is found to be unenforceable by a court or other body having jurisdiction, the provisions shall be altered and not eliminated as may be considered reasonable, and as amended shall be enforced.
- 12. I HAVE READ THE ABOVE WAIVER, CONTRACT, RELEASE AND AGREEMENT AND BY SIGNING IT I AGREE THAT IT IS MY INTENTION TO EXEMPT AND RELIEVE ACE/WILDWATER/NARR, LESSORS OF THE PREMISES, EMPLOYEES, AND OTHER PARTICIPANTS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I AM PLAYING AT MY OWN RISK.

**PLEASE COMPLETE ALL INFORMATION**

**Will you be participating in any guided activities (rafting, climbing, etc.) while at ACE/Wildwater/NARR?**

Yes    No

FIRST NAME										LAST NAME									
ADDRESS																			
CITY															STATE		ZIP		
HOME PHONE										DATE OF BIRTH					BEGINNING DATE OF ACTIVITY				

Has your address changed since your last visit to ACE/Wildwater/NARR?    Yes    No

Would you be interested in receiving an e-mail newsletter containing discounts and specials?    Yes    No

EMAIL ADDRESS																			
															@				
PERSON IN YOUR PARTY THAT MADE YOUR RESERVATIONS																			
FIRST NAME										LAST NAME									

ACE/Wildwater/NARR does not carry insurance.

I have read and agree to all terms in this (2) page document.

**NAME/PHONE OF EMERGENCY CONTACT:**

Name: \_\_\_\_\_

Number: \_\_\_\_\_

Relation: \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant (All Participants, including Minors, Must Sign Here)

I certify that I am the parent or guardian with legal responsibility for the above signed participant and agree to his/her release. I have discussed the risks with my child and my child fully understands the risks. I certify that he/she is of such an age and has the knowledge to understand the risks involved. I also agree to indemnify (pay all court and other legal costs if I, my heirs, or assigns lose in a court action) the above named companies and individuals from all liabilities resulting from his/her participation in these activities for myself, my heirs, assigns, and next of kin.

\_\_\_\_\_  
Signature of Both Parents if Participant is Less Than 18 Years of Age