

**RIVER RIDERS, INC.'S (DBA Harpers Ferry Canopy Tour) NOTICE and ACKNOWLEDGEMENT OF RISK, RELEASE, ASSUMPTION OF RISK and INDEMNITY AGREEMENT**

I acknowledge that, directly or indirectly, I have requested that I or my ward be allowed to participate in zip line and canopy tours or other activities (including but not limited to transport to and from the tour) provided by River Riders, Inc. (Which includes any commonly owned, related, parent or subsidiary corporations and entities, their owners, officers, directors, agents, and employees).

**I and my ward understand that these activities and services pose substantial risks of serious permanent injury or death and damage or loss of personal property** as the result of: (1) the nature of the activities themselves, namely: zip line and canopy tours and observation of zip line/canopy tours; (2) the particular risks of the activities, including but not limited to the following: personal injury of any sort; property damage; hyperthermia; hypothermia; sunburn; manufacturer's defects in equipment; obstacles such as branches, trees, cliffs, depressions, gullies, and hidden stumps or rocks; rough, muddy or water crossings on the trails; participants failure to follow the guide's safety and tour instructions; becoming disoriented and lost. Participants may encounter jolting and jarring. Injury is possible if guest does not use harness and helmet properly and follow River Riders' safety guidelines and guide instructions; (3) collision with trees, rocks, towers, platforms, ramps, cables, other participants, other natural or man-made obstacles, and/or other vehicles (4) the failure or misuse of equipment; latent or apparent defects in condition of equipment, harness, cables, platforms, poles, protective clothing or property supplied by River Riders or other persons or entities; (5) use or operation by myself or others of equipment supplied by River Riders or other persons or entities; (6) the negligent acts or omission of other participants in this activity and of third parties; (7) the negligence or bad judgment of me, River Riders, Inc., and/or its employees; (8) heat, cold, wind, wind gusts, rain storms, snow, sleet, hail, lightening and other adverse weather conditions; (9) contact with water, plants, or animals including insect bites; bee stings; animal attacks and bites. (10) participant's own physical condition or participant's acts or omissions; (11) first-aid, emergency treatment or other services rendered; (12) the risks that injuries may occur in remote areas without adequate medical or other services; (13) consumption of food or drink; (14) conditions of and travel on roads, trails, waterways or rough terrain, and accidents connected with their use by foot, conveyances, bus, car or other means while participating in activities or using services; (15) and other known and foreseeable risks of these activities and services. I represent that I or my ward are in good physical condition and health and that able to participate in these activities.

River Riders, Inc., may also have been requested to arrange for participation in activities or use of services provided by others and I acknowledge that River Riders, Inc., has made no representations whatsoever as to the safety or quality of those activities or services.

**In consideration of and as partial payment for being allowed to participate in activities and use services provided by River Riders, Inc., I and/or my ward ASSUME, to the greatest extent permitted by law, all of the risks, whether or not specifically identified herein, of all the activities in which I and/or my ward participate and services I and/or my ward use; I and/or my ward RELEASE River Riders, Inc., from any and all liability arising from negligence or contract; and I WILL INDEMNIFY AND HOLD HARMLESS River Riders, Inc., from any and all costs, claims, and liability based upon negligence or contract, directly or indirectly, from my participation in activities or use of services, including legal costs and expenses, and for the costs of any medical or other expenses incurred for my benefit. I understand that this release does not include the release of statutory duties outlined in the West Virginia ZIPLINE AND CANOPY TOUR RESPONSIBILITY Act.**

I and my ward consent to the use by River Riders, Inc., of photographs and video recordings made of me and/or my ward while participating in activities or using services without further compensation and agree that all such materials, including negatives, are the sole property of River Riders, Inc.

I and my ward agree that the exclusive venue of any suit against River Riders, Inc., for any reason shall be the Circuit Court of Jefferson County, West Virginia; consent to the jurisdiction of that Court as to any action against me to enforce this agreement; agree that this agreement is to be interpreted under the laws of the State of West Virginia and/or Maryland which gives it the broadest interpretation and application; and agree that if any part of this agreement is found to be invalid that all other portions shall be fully enforced. I further agree that this document will be admissible in any civil action which I, my estate, agent or designee, may file against River Riders, Inc., for any reason.

I certify that I am eighteen (18) years of age or older. (OVER or PAGE TWO FOLLOWS)

**ARTICLE 15. ZIPLINE AND CANOPY TOUR RESPONSIBILITY ACT.**

**§21-15-1. Legislative purpose.** The Legislature finds that:

(1) The sport of ziplining and canopy touring is practiced by a large number of citizens of West Virginia and also attracts to West Virginia a large number of nonresidents, significantly contributing to the economy of West Virginia; and

(2) There are inherent risks in the sport of ziplining and canopy touring which should be understood by each participant and which are essentially impossible to eliminate by the zipline or canopy tour operator.

**§21-15-3. Duties of a zipline or canopy tour operators.**

Every operator shall:

(1) Construct, install, maintain and operate all ziplines and canopy tours in accordance with ACCT challenge course standards or substantially equivalent standards;

(2) Ensure that ziplines and canopy tours are inspected at least annually by the Division or a special inspector;

(3) Train employees operating ziplines and canopy tours in accordance with national standards associated with their profession;

(4) Procure and maintain commercial general liability insurance against claims for personal injury, death and property damages occurring upon, in or about the zipline or canopy tour which affords protection to the limit of not less than \$1 million for injury or death of a single person, to the limit of \$2 million in the aggregate, and to the limit of not less than \$50,000 for property damage; and

(5) Maintain records for a period of at least three years from the date of the creation of the record of:

(A) Proof of insurance;

(B) Inspection reports;

(C) Maintenance records; and

(D) Participant acknowledgment of risks and duties.

**§21-15-4. Responsibilities of participants; prohibited acts.**

(a) It is the duty of each participant to participate as instructed by the operator.

(b) Participants have a duty to act as would a reasonably prudent person when engaging in the sport of ziplining or canopy touring offered by an operator.

(c) No participant may:

(1) Use a zipline or canopy tour without the authority, supervision and guidance of the zipline operator;

(2) Drop, throw or expel any object from a zipline or canopy tour except as authorized by the operator;

(3) Perform any act which interferes with the running or operation of a zipline or canopy tour; or

(4) Engage in any harmful conduct, or willfully or negligently engage in any type of conduct with contributes to cause injury to any person.

**I AND MY WARD HAVE CAREFULLY READ BOTH PAGES OF THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND SIGN IT AS MY OWN FREE ACT. I AND MY WARD CAN READ AND UNDERSTAND THE ENGLISH LANGUAGE.**

**I AND MY WARD HAVE COMPLETELY READ ALL OF THIS DOCUMENT BEFORE SIGNING.**

\_\_\_\_\_  
Last Name of Group or Organization

\_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_\_  
First Date of Trip(s)

\_\_\_\_\_  
Name of Adult (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Minor/Ward (Please Print)

\_\_\_\_\_  
Signature of Minor

\_\_\_\_\_  
Address of Participant

\_\_\_\_\_  
Date of Birth of Participant

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-mail address

Would you like to receive promotional emails? Yes \_\_\_\_\_ No \_\_\_\_\_

How did you hear about the Harpers Ferry Canopy Tour? \_\_\_\_\_