

RELEASE, ASSUMPTION OF RISK, and INDEMNITY AGREEMENT

I request that I be allowed to participate in activities and use services provided by River Riders, Inc. (DBA Harpers Ferry Canopy Tour and Adventure Park at Harpers Ferry), or arranged by request to be provided by others, such as zip line, adventure park, and canopy tours, and auto-belay devices, lodging, meals, and others including transport to or from the activities or services. No representations whatsoever have been made as to the safety or quality of the activities or services provided by others.

As used in this Agreement, River Riders, Inc., includes any commonly owned or related companies and entities, their owners, officers, directors, agents, and employees.

I understand that these activities and services pose substantial risks of serious permanent injuries or of death and of the damage to or loss of personal property as the result of: (1) the nature of the activities themselves, namely: zip line, adventure park, and canopy tours, and auto-belay devices 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; Staff must be notified if a harness loosens or safety clips do no function as expected. (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, other participants, 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 unknown, foreseeable and unforeseeable risks not identified here.

Participants may experience an increased heart rate and other symptoms of anxiety and stress due to, among other things, heights, physical exertion and reliance on others. I represent that I am physically and mentally able to understand these risks; to safely participate in the selected activities and services; and of sufficient intelligent and maturity to understand and follow the instructions of the guides.

In consideration of and as partial payment for being allowed to participate in activities and use services provided or arranged for by River Riders, Inc., and for other good and valuable consideration not identified here, I PERSONALLY ASSUME, to the greatest extent permitted by law, all risks, whether or not specifically identified herein, of all of the activities in which I participate or services I use; I RELEASE River Riders, Inc., from any and all claims and liability arising from negligence or breach of contract causing injury or damage to me to the greatest extent I am able to do so; and I PERSONALLY WILL INDEMNIFY AND HOLD HARMLESS River Riders, Inc., from any and all costs, claims, and liability, including legal costs and expenses, directly or indirectly based upon claims of negligence or breach of contract as to any activity or service provided or arranged by River Riders, Inc., as well as the costs of any medical or other expenses incurred for my benefit. I understand that this release does not include the release of the statutory duties of the West Virginia Zipline and Canopy Tour Responsibility Act.

