

MINOR'S RELEASE, ASSUMPTION OF RISK, and INDEMNITY AGREEMENT

I request that a person less than eighteen (18) years of age, the "Minor," identified below, 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 believe, based on my personal knowledge, and represent to River Riders, Inc., that the Minor wants to participate in the activities and use the services and that the Minor understands that these activities and services pose substantial risks to him or her 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, lightning

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 the Minor is physically and mentally able to understand these risks; to safely participate in the selected activities and services; and is sufficiently intelligent and mature to understand and follow the instructions of the guides.

In consideration of and as partial payment for the Minor 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 the Minor participates or services used; I RELEASE River Riders, Inc., from any and all claims and liability arising from negligence or contract causing injury or damage to myself or to the Minor 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 the Minor's 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.

To the furthest extend permitted by law, I consent to the use by River Riders, Inc., of photographs and video recordings made of the Minor 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 further 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 whichever 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 filed against River Riders, Inc., for any reason.

I HAVE CAREFULLY READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND SIGN IT AS MY OWN FREE ACT. I REPRESENT THAT I AND THE MINOR CAN READ AND UNDERSTAND THE ENGLISH LANGUAGE AND THAT I HAVE COMPLETLEY READ THIS ENTIRE DOCUMENT AND ASSURED THE MINOR HAS DONE SO BEFORE SIGNING.

<u>River Riders</u> Last Name of Group or Organization	<u>01 / 01 / 20 17</u> First Date of Trip(s)
<u>John Example</u> Name of Adult (Please Print)	<u>John Example</u> Signature
<u>Jane Example</u> Name of Minor/Ward (Please Print)	<u>Jane Example</u> Signature of Minor
<u>408 Alstadts Hill Road</u> Address of Participant	<u>01/01/05</u> Date of Birth of Participant
<u>Harpers Ferry</u> <u>WV</u> <u>25425</u> <u>304 535-2063</u> City State Zip Telephone	
<u>example@example.com</u> E-mail of participant	

Would you like to receive promotional emails? Yes No
How did you hear about River Riders? a friend