



CATALOOCHEE VALLEY TOURS, INC. WAIVER AND RELEASE AGREEMENT

(Please read carefully prior to signing, this is a release of liability and waiver of certain legal rights.)

In consideration for me (or if under age 18, my minor child) being permitted to participate in the activities of Cataloochee Valley Tours, Inc., I agree to the following Waiver and Release:

I acknowledge that an eco-tour with Cataloochee Valley Tours, Inc., has inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly in a wilderness environment.

I UNDERSTAND THAT THESE RISKS, HAZARDS AND DANGERS INCLUDE WITHOUT LIMITATION:

- Walking in rugged country, including encounters with wildlife, animals and insects;
- Inclement weather conditions, including hazardous road conditions;

I understand the risks, hazards and dangers of hiking and have had the opportunity to discuss them with a representative of Cataloochee Valley Tours, Inc. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities.

My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. **I AM VOLUNTARILY USING THE SERVICES OF CATALOOCHEE VALLEY TOURS INC. WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH.**

Lastly, I, for myself, my heirs, successors, executors and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Cataloochee Valley Tours, Inc., their directors, officers, agents, employees and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis or death to me or my property as a result of my engaging in these activities or the use of these services, or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of Cataloochee Valley Tours, Inc. or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates further agree not to sue Cataloochee Valley Tours, Inc. as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of Cataloochee Valley Tours, Inc.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

Date: _____

Signature (If under 18 yrs. old, signature of parent or guardian)

Print Name (If under 18yrs. old print name of minor)

Mailing Address

City

State

Zip

Email Address