

## Cherokee Adventures, Inc.

READ CAREFULLY. This document affects your legal rights. You must sign it if you are renting equipment or participating in activities offered by Cherokee Adventures, Inc. It must be also be signed by your parent or guardian if you are a minor (under 18). The parent or guardian agrees to these terms individually and on behalf of the minor. Only a parent or legally appointed guardian may sign for a minor. References in this agreement to 'I' or "we" include all who sign below unless otherwise clearly indicated.

### PARTICIPANT AGREEMENT

(Including Acknowledgment and Assumption of Risks,  
Agreements of Release and Indemnity, and Additional Provisions)

In consideration of the opportunity to rent equipment and/or participate in activities offered by Cherokee Adventures, I, , understand, acknowledge and agree as follows:

#### Activities, Hazards and Risks

The services of Provider may include renting equipment and providing trips by raft, tube, canoe or kayak (referred to, collectively, as watercraft) or bicycle. Activities, associated with these services may include, in addition to travel by water, swimming, wading, hiking, climbing on rocks and slopes, camping, portaging (carrying the watercraft between water travel sites) and travel to and from the activities.

The hazards and risks (together referred to as "risks") of the use of the watercraft include: entering, and operating the watercraft; water which may be fast, deep, cold, and subject to rapid change; objects may be encountered in and out of the water, which may not be obvious, including debris, trees, rocks, boulders, bridges, and other hazards; the watercraft may overturn, swamp and sink and occupants may become separated from the craft; feet and other parts of the body may become entrapped in or under rocks and other objects; participants may strike or be struck by objects, other watercraft, and other persons, in and outside of the watercraft. Risks of other activities include those associated with camping, hiking and moving on and over terrain, including the shoreline, the premises of Cherokee Adventures and others, and elsewhere, which may be unstable, steep and slippery and where rocks, trees, and other objects may fall, and man-made and natural structures may fail; animals, including poisonous reptiles, and poisonous plants may cause harm; swimming in unfamiliar surroundings may cause entrapment, injury from slips and falls and drowning.

Other risks include errors in judgment of Provider's staff and other participants, including the improper assessment of capabilities and conditions pertaining to the activities; certain activities may be instructional, and designed to extend the skills of participants; equipment may be misused or may fail because of manufacturing defects or otherwise; collisions may occur while traveling by vehicle to and from the activities; the activities are subject to the unpredictable forces of nature, including exposure to the sun, cold, wind, hail, lightning, flash floods and other such phenomena; activities may take place in remote places, significantly delaying emergency medical care and evacuation. injuries inflicted by animals, reptiles, insects or plants; hazards posed by other bicycles and traffic or road conditions; hazards of traveling at high speed in a bicycle, hazards of riding on steep and/or rough terrain, especially mountain biking.

Participant, and the parent or guardian of a minor Participant, acknowledge and understand that the description of activities and risks above is not complete and that all activities, whether or not described, may be dangerous and may include risks which are inherent and cannot be reasonably avoided without changing the nature of the activity. Participation in the activities can cause bites, stings, allergic reactions, overexertion, heat stroke, hypothermia, illness due to contaminated water, bumps, cuts, bruises, strains, broken bones, and other injuries and illnesses. Property loss, and serious injury and death, including by falling and drowning, are possible.

Cherokee Adventures is not responsible for the water conditions, routes, or other activities of renters of its equipment. Alcohol will, and other substances may, impair judgment and reduce a participant's ability to effectively manage the risks of water travel, camping and land activities; participants should inspect unfamiliar rapids and other hazards before attempting to pass through or over them; participants should always wear a fastened life jacket (personal floatation device); participants should wear footwear which will provide protection from sharp objects, and which will minimize the risk of foot entrapment. Failure to adhere to these and other safety precautions may result in serious injury or death.

I understand that Cherokee Adventures Inc. and its guides may exercise judgment and action, which it considers conducive to safe passage of the river and I agree to cooperate by following their instructions to the best of my ability. Failure to do so may result in my removal from the trip, and my signature below acknowledges my agreement to such policy. Cherokee Adventures has made no effort to determine, and accepts no responsibility for, medical, physical or other qualifications or the suitability of Participant, or other participants, for the activities. Client, and the parent or guardian of a minor Participant accepts full responsibility for determining Participant's medical, physical or other qualifications or suitability for participating in the activities. Notwithstanding the foregoing, I acknowledge Cherokee Adventure Inc.'s right to refuse passage or services to any person judged by it to be incapable of meeting the requirement's of the trip. Alcoholic beverages and illegal drugs are not permitted on the river.

I further affirmatively state that I do not have a heart or other physical or mental ailment that would affect my ability to handle the physical activity required by the trip (which I acknowledge is strenuous) and/or have consulted my physician and I have his or her permission to go on the trip.

Acknowledgment and Assumption of Risks

I, and the parent or guardian of a minor Participant, understand the nature of the services of Provider and other activities which may occur, and their risks. I acknowledge and expressly assume all risks of the activities, whether or not described above, known or unknown, and inherent or otherwise. I take full responsibility for any injury or loss, including death, which I, or a minor child for whom I sign, may suffer, arising in whole or part out of such activities.

Agreements of Release and Indemnification, and Additional Provisions

If I am an adult participant, or the parent or guardian of a minor Participant, I agree, for myself and on behalf of the minor participant for whom I am signing, as follows:

I release Cherokee Adventures, its employees, volunteers, directors and owners and the USDA Forest Service ("Released Parties") from any and all claims of injury or loss which I, or the minor child for whom I sign, may suffer, arising out of or in any way related to my, or the child's, enrollment in or participation in the activities of Provider or the use of its equipment. Neither I, the minor child, nor anyone acting on our behalf, will bring suit or otherwise assert any such claims against a Released Party.

I will indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorneys' fees) each Released Party from any claim of liability, including one brought by or for a minor child for whom I sign, a co-participant in any of the activities of Provider, a rescuer, a member of my, or the minor child's, family, or anyone else, asserting a loss arising out of or in any way related to my, or the child's, enrollment in or participation in the activities of Provider or the use of its equipment.

The agreements of release and indemnification above include claims arising in whole or in part from negligent acts or omissions of Released Parties or any of them, and all other claims, including for personal injury, wrongful death, property damage, products liability (including strict liability), breach of contract or warranty, or otherwise. The agreements are intended to be enforced to the fullest extent allowed by law, and to be binding on me as Participant and on me as parent or guardian of a minor Participant, individually and on behalf of the minor for whom I sign.

Additional Provisions

I authorize Provider to provide or obtain for me, or the minor child for whom I sign, such medical care as it considers necessary and appropriate, and I agree to pay all costs associated with such care and related transportation. Any dispute between Provider and me or the minor child for whom I sign will be governed by the substantive laws of the State of Tennessee (not including laws which might apply the laws of another jurisdiction), and any mediation or suit shall take place only in that State, in the County of Unicoi. If the dispute cannot be resolved by mutual agreement, I agree to submit it to a mediator recognized by the Courts of that State and County. I agree to pay all costs and attorneys' fees incurred by Cherokee Adventures in defending a claim or suit brought by me or by or on behalf of the minor for whom I sign, if the claim or suit is withdrawn or to the extent a court or mediator determines that Provider is not responsible for the claimed injury or loss. I agree to wear the safety equipment provided by my guides whenever I am on or in the water. Any abuse or malicious destruction of that equipment given or provided to me is my responsibility until arriving at the given take out location,.

This agreement's terms cannot be amended except in writing. I understand that it is binding, upon all persons signing below, our respective heirs, executors, administrators, wards, minor children (whether or not they are Clients) and other family members. If any part of this agreement is found by a Court or other appropriate authority to be invalid, the remainder of the agreement nevertheless shall be in full force and effect.

\_\_\_\_\_

Date: \_\_\_\_\_

Participant (adult or minor)

\_\_\_\_\_

\_\_\_\_\_

Parent or Guardian

Parent or Guardian

Date: \_\_\_\_\_

Date: \_\_\_\_\_