

# Nacoochee Adventures

## Camping Waiver and Release Agreement

**Please read carefully before signing. This is a release of liability and waiver of certain legal rights.**

In consideration for my being permitted to stay at the property or participate in the activities of: overnight lodging, and/or any other recreational activity, including, but not limited to the use of ATV vehicles, golf carts, swimming, camping, boating, boat rental, hiking, fishing or any other activities, referred to herein as "Activities" I agree to the following Waiver and Release:

1. I acknowledge that staying at the property and/or participating in the above activities 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:**
  - a. Walking, hiking, riding or driving in rugged country, including encounters with wildlife, animals and insects; injury due to land conditions, fencing, amusement rides or other conditions contained on the property whether natural, manmade, or caused by animals.
  - b. Inclement weather conditions.
  - c. The risk of injury from riding on all-terrain vehicles (ATVs) or any vehicle used off the paved road.
  - d. The risk of injury from using, riding, or being in the vicinity of wild animals, birds, reptiles, or insects.
  - e. The risk of injury or drowning while swimming or participating in any activity near water.
  - f. The risk of injury or death from hiking, boating, or fishing.
2. I understand the risks, hazards, and dangers as described above and have had the opportunity to discuss them with a representative of *Nacoochee Outdoor Adventures, Inc.* I understand that many of these activities may require good physical conditioning and a degree of skill and knowledge. I believe that I have 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 these activities 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 NACOOCHEE OUTDOOR ADVENTURES, INC. EMPLOYEES OR ASSOCIATES WITH FULL KNOWLEDGE OF INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.**
3. I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY, AND HOLD HARMLESS *NACOOCHEE OUTDOOR ADVENTURES, INC.* their directors, officers, agents, employees, and volunteers from and against any and all present and future claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees) which are related to, arise out of, or are in any way connected with my participation in these activities 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 the property, these services, animals or equipment, whether such damage, loss, injury, paralysis, or death to results from negligence of *Nacoochee Outdoor Adventures, Inc.*, their directors, officers, agents, employees, and volunteers or from some other cause.

4. I, for myself, my heirs, my successors, executors and subrogees, waive my right and promise not to file any legal proceedings against *Nacoochee Outdoor Adventures, Inc.*, their directors, officers, agents, employees, and volunteers for any personal injury, paralysis, death, or property damage sustained by me or my minor children while participating in these activities, including damage arising out of negligence by the *Nacoochee Outdoor Adventures, Inc.* and I shall pay all costs and attorney's fees from any legal proceedings which I may bring contrary to this agreement and which is resolved in favor of *Nacoochee Outdoor Adventures Inc*, entities and owner.

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

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

**IF LESS THAN EIGHTEEN YEARS OF AGE, PARENT, GUARDIAN, OR CUSTODIAN MUST SIGN THE FOLLOWING INDEMNIFICATION.**

**INDEMNIFICATION**

In consideration for the minors listed below being permitted by *Nacoochee Outdoor adventures, Inc.*, employees or associates to participate in the herein activities, I agree to the following waiver, release, and indemnification:

The undersigned parent, guardian, or custodian of the above minor for himself/herself and on behalf of said minor, hereby joins the foregoing waiver and release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend *Nacoochee Outdoor Adventures, Inc.*, their directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorney's fees) and NEGLIGENCE made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in any of the activities at or on the facilities of *Nacoochee Outdoor Adventures Inc.* as a result of any property damage, loss, injury, paralysis, or death that said minor suffers in connection with his/her participation in the activities at or on the facilities of the *Nacoochee Outdoor Adventures, Inc.*

Date: \_\_\_\_\_ Signature of Parent/Guardian/Custodian of Minor:

\_\_\_\_\_  
Name of Minor: \_\_\_\_\_

Name of Minor: \_\_\_\_\_

Name of Minor: \_\_\_\_\_

Name of Minor: \_\_\_\_\_