

**Nantahala Gorge  
KidZip Adventure Park**

PO Box 309  
Long Creek, SC 29658  
(864) 647-9587 FAX: (864) 647-5361

(Nantahala Gorge Canopy Tours information only)

Date \_\_\_\_\_ Start Time \_\_\_\_\_ Reservation # \_\_\_\_\_

Group Name \_\_\_\_\_

Do you need to talk to the NGCT Leadership about any matters, including Medical Conditions, Medications or Physical Limitations?  NO  YES

Please Explain: \_\_\_\_\_

FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

DAY TIME PHONE: \_\_\_\_\_ NIGHT TIME PHONE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ (We do not sell or share this information, optional)

**PLEASE READ BOTH SIDES CAREFULLY • ADVENTURE PARK REGISTRATION, WAIVER, RELEASE OF LIABILITY, & ASSUMPTION OF RISK ACKNOWLEDGEMENT**

**Age, Weight, and Access Restrictions:** I agree to only access the areas appropriate based on posted age and weight restrictions. I also confirm that I am with-in the weight limit. I agree that I will not, at any time, climb, play or otherwise use the Facilities or any part of the Facilities while not an authorized participant.

**Description of KidZip Adventure Park:**

Nantahala Gorge Canopy Tours ("NGCT") provides equipment and facilities for participants to experience adventure recreation and environmental education on a self guided tour. The Adventure Park includes unmonitored zip lines, swinging bridges, cable crossings, cable based obstacles, moving objects and structures, and other related Adventure Park activities. Adventure Parks include multiple high cable traverses using safety harnesses and associated hardware. Participants of the Adventure Park are challenged with the difficulties of stepping off high platforms, maneuvering through difficult obstacles, monitoring contact with moving objects and changing situations, confronting a fear of heights, climbing or descending heights up to 50 feet above ground, and accepting these risks and other new challenges. Swinging bridges are walkways high in the forest canopy consisting of planking or other materials supported by steel cables and rope. Obstacles may include an incline and swinging bridge, moving platform or structure, obstructions to climb over, under, or through, ziplines, and ascension or dissension devices. Participants wear safety harnesses clipped into steel cables with attached safety lanyards. The Adventure Park is a self guided experience that includes unique climbing, zipping, walking, jumping, swinging, and rappelling challenges anchored to trees and towering poles tucked in the wooded park. Park rangers are present on and around the park to assist participants toward their desired recreational and educational outcomes. All equipment will be fitted and checked by the park rangers. Park rangers monitor participant's progress sporadically while in the park but it is the responsibility of the participant to regulate their own safety. Transfers between obstacles & challenges are the responsibility of the participant. While participating on the Adventure Park, it is the participant's responsibility to follow rules and instructions and monitor the continued fit and readiness of the harness, safety attachment equipment, and obstacles encountered. Participants must be reasonably fit and able to control their movement across the obstacles. Participants must also be able to assist themselves across a challenge or traverse before reaching any given landing platform (park rangers may verbally instruct participants with this process when they are available). The Adventure Park includes hikes on uneven terrain. Participants must be physically able to complete these tasks.

**Medical Concerns:** The Adventure Park is designed for participants of average mobility and strength who are in reasonably good health. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, pregnancy, arthritis, tendonitis or other joint and muscular-skeletal problems may impair the safety and well-being of participants on the course, as may other medical, physical, psychological and psychiatric conditions. All such conditions may increase the inherent risks of the experience and cause the Participant to be a danger to themselves or others. Participants with medical issues must carefully consider whether such issues will prevent them from safely using the Adventure Park and decide whether to participate, or not participate, accordingly. Participants must fully inform NGCT staff in writing of all medical issues prior to entering the Adventure Park. Though the duty to determine whether a participant is in sufficient health to safely use the Adventure Park is a duty of the participant, NGCT reserves the right to exclude any applicant from using the Adventure Park for any reason.

**Inherent and Other Risks:** Serious injuries are uncommon on Adventure Parks, but the risk of injury or death certainly exists by reason of falls, contact with other participants or course materials, and fixed objects while the participant is moving about or being transported on the grounds on which the Adventure Park is initiated and conducted. A number of risks are inherent to the Adventure Park. These are risks that cannot be eliminated without changing the essential nature of the experience. The emotional risks range from unwelcome or inadvertent touching, simple hurt feelings to panic and psychological trauma (such as fear of heights.) The physical risks of participating range from small scrapes and bruises to bites and stings, broken bones, sprains, neurological damage and, in extraordinary cases, even death. The property on which the tour is conducted includes hilly, rocky and wooded terrain, unstable earthen banks, ravines, potentially harmful plants and animals, which may bite or sting. Injuries may be a natural consequence of the Adventure Park undertaken as a result of the environmental hazards (including terrain and weather), a result of errors in judgment or failure to exercise reasonable care by park rangers, staff or participants, or otherwise, and may occur in spite of the reasonable efforts of park rangers and staff to prevent them. In all cases, those inherent risks, as well as other risks of injury or death to persons or damage to property, which are not inherent and whether or not described above, must be accepted by those who choose to participate.

Participant Initials: \_\_\_\_\_

Rev: April 2015

**WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF THE RISK ACKNOWLEDGEMENT**

**DEFINITIONS:**

“Facilities” shall mean the grounds and other facilities and improvements situated on or forming part of the property of the Falling Waters Resort. “Indemnitees” shall mean collectively and individually Wildwater Ltd., Nantahala Gorge Canopy Tours, and Falling Waters Settlement, and their respective shareholders, owners, directors, officers, employees, agents, clients, customers, contractors, subcontractors, affiliates, subsidiaries, agents, representatives, successors and assigns. “Indemnitor” shall mean the individual signing below, on behalf of himself or herself and any minor under his/her care, as well as their respective heirs, administrators, executors, personal representatives and assigns.

Indemnitor represents and warrants to the Indemnitees that (i) he/she has read this document in full, (ii) any questions he/she may have had concerning anything described or explained herein or otherwise concerning his/her participation in activities offered by NGCT at the Facilities have been fully and adequately answered by NGCT’s staff, and (iii) Indemnitor is knowingly and voluntarily electing to participate in one or more activities offered by NGCT. Indemnitor expressly and knowingly acknowledges the risks, whether actual or potential, of participating in activities offered by NGCT at the Facilities as herein described, and Indemnitor does hereby expressly and knowingly assume all such risks. Indemnitor hereby releases, relinquishes, acquits and forever discharges the Indemnitees and each of them from any and all liabilities, claims, causes of action, damages, obligations, suits, demands, costs and expenses of any sort or kind whatsoever or however arising, in law or in equity, whether known or unknown, whether in tort or in contract, which Indemnitor had or now has, or may have had or now may have, or that Indemnitor at any time in the future has or may have, against Indemnitees or any of them as a consequence or arising out of (a) illness, injury and/or death to or of Indemnitor at the Facilities or as a result of Indemnitor’s presence at the Facilities or participation in activities offered at the Facilities or otherwise occurring at the Facilities, (b) damage to or the destruction of vehicles, trailers or other property brought to the Facilities by Indemnitor, and (c) Indemnitor’s use of the Facilities and/or the services provided at the Facilities. Indemnitor does further hereby defend, indemnify and hold Indemnitees and each of them harmless from and against any and all liabilities, claims, causes of action, damages, obligations, suits, demands, costs and expenses of any sort or kind whatsoever or however arising, in law or in equity, whether known or unknown, whether in tort or in contract, which Indemnitees or any of them may suffer or incur, including, without limitation, attorneys’ fees, court costs and litigation expenses, as a consequence or arising out of (i) illness, injury and/or death to or of any person at the Facilities resulting from Indemnitor’s presence at the Facilities or participation in activities offered at the Facilities or otherwise caused by Indemnitor, (ii) damage to or the destruction of vehicles, trailers or other property located at the Facilities caused by Indemnitor, and (iii) Indemnitor’s use of the Facilities and/or the services provided at the Facilities.

Indemnitor represents to Indemnitees as follows: I am 18 years of age or older.

I am signing this release, waiver of liability, and assumption of risk acknowledgement voluntarily and of my own free will.

I have no physical or emotional problems, nor any history thereof, which will impair my ability to utilize the Facilities and its services in a safe manner.

I understand and agree that it is my responsibility to assess the hazards presented by my use of the Facilities and services provided at the Facilities and further agree that I am the ultimate judge as to whether I can use the Facilities and services without risk of harm to myself, others or property in my possession or under my control.

I have inspected the Facilities, agree that I will be using the Facilities on an AS-IS, WHERE-IS basis, and understand and EXPRESSLY ASSUME all the dangers incident to using the Facilities and the services provided at the Facilities. My use of the Facilities is entirely optional and my own free choice.

I authorize anyone working at the Adventure Park activity to call for such medical care for me or minor in my care, or to transport me or any minor in my care to the appropriate clinic or hospital, if in the opinion of anyone working at the Facilities, medical attention is needed for me or a minor in my care. This authorizes a licensed health care provider or other first-aid provider to carry out emergency medical care deemed necessary for me or any minor in my care in an emergency where normal permission is unavailable. I agree that upon transporting me or any minor in my care to any medical facility, clinic, or hospital that the responsibility of Indemnitees shall be complete and Indemnitees shall not have any further responsibility for me or any minors in my care. I agree to pay all costs associated with such medical care and related transportation for me or a minor in my care, and I hereby indemnify and hold Indemnitees and each of them harmless from any costs incurred by them in connection therewith.

I hereby grant full permission to use any photographs or video of me and each minor in my care taken during our participation in activities at the Facilities for any purpose in promoting activities at the Facilities and/or any or all of the Indemnitees.

**I UNDERSTAND AND ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT MY SIGNATURE BELOW EXPRESSLY WAIVES ANY RIGHTS I HAVE TO BRING A CLAIM AGAINST OR SUE THE INDEMNITEES OR ANY OF THEM FOR PERSONAL INJURIES, DEATH OR PROPERTY DAMAGES. I FURTHER UNDERSTAND THAT THIS IS A CONTRACT THAT LIMITS MY LEGAL RIGHTS AND THAT IT IS BINDING UPON ME, MY HEIRS AND LEGAL REPRESENTATIVES.**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Participant’s Printed Name

\_\_\_\_\_  
Date

Participants under 18 Years of Age: As parent/guardian signing this agreement for the minor named below, I acknowledge and agree that I have read this document in full and that by signing this agreement on behalf of the minor, I, the minor and their parents agree to be bound by its terms. I hereby release from liability, forever discharge, indemnify and hold harmless Indemnitees for any claim or suit arising out of said minor’s participation in activities at the Facilities or the minor’s presence at the Facilities. I warrant to the Indemnitees that I have the authority to sign this agreement on behalf of the minor named below and agree to indemnify the Indemnitees for any and all losses that they may suffer from relying on this warranty.

\_\_\_\_\_  
Signature of Minor Participant

\_\_\_\_\_  
Minor Participant’s Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Minor’s Parent / Guardian

\_\_\_\_\_  
Minor’s Parent / Guardian Printed Name

\_\_\_\_\_  
Date