

# Release Indemnification & Hold Harmless Agreement

Attendee(s) under the age of 18 must have Parent or Legal Guardian's Signature

**\*THIS IS A LEGAL RELEASE\***

**Date(s) of Program:** \_\_\_\_\_

**Attendee Name(s):** \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Home Ph: \_\_\_\_\_ Cell Ph: \_\_\_\_\_

## **NOTIFICATION OF RISK**

I understand that certain risks and dangers exist in the programs and activities in which the attending adult or minor child voluntarily chooses to participate in at Doe River Gorge. These inherent risks cannot always be foreseen nor eliminated without destroying the unique character of the activities and include, but are not limited to loss or damage to personal property, accidental injury or illness of any kind, or in extreme cases, permanent trauma, disability or death. I understand that Doe River Gorge considers it important for me to know in advance what to expect and to be informed of the inherent risks involved in the outdoor, high adventure types of activities that are listed but not limited to the activities listed in the program catalog. The physical activities including running, climbing, and hiking over rugged terrain conducted day and night may cause slipping or falling. Waterfront activities conducted in the lake and river carry the risk of drowning. Environmental risks and hazards include rapidly moving, deep or cold water; insects, snakes, and predators, including large animals; falling and rolling rock; lightning, flash floods, falling timber, and unpredictable forces of nature, including weather which may change to extreme conditions without notice. Activities may occur in remote places, away from medical facilities where communication and transportation are difficult. Equipment may fail or malfunction, despite reasonable maintenance and use.

I understand that the above description of the risks is not complete and that there may be other unknown or unanticipated risks. I expressly acknowledge and assume the inherent risks identified herein and those inherent risks not specifically identified. I acknowledge that participating in the activities provided by Doe River Gorge is not compulsory, and hereby knowingly and willingly choose to participate or allow the attending minor child to participate, in spite of and with full knowledge of the risks involved.

## **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Understanding the inherent risks, I individually and as the parent or legal guardian of the attending minor child, AGREE TO RELEASE FROM ANY LIABILITY AND TO DEFEND, INDEMNIFY AND HOLD HARMLESS DOE RIVER GORGE MINISTRIES and its officers, directors, employees, servants, volunteers and agents (collectively "Doe River Gorge") from any liability, claims, causes of action, demands, costs, obligations or financial responsibility of every kind and nature, including that resulting from or arising out of NEGLIGENCE of Doe River Gorge, for any incident, injury or accident occurring to myself, the attending minor child, or member of my family, while engaging in or observing any activity at Doe River Gorge. By agreeing to this indemnification, I am knowingly and willingly choosing to be financially responsible for any future claims brought against Doe River Gorge.

I acknowledge that I am voluntarily electing to allow my minor to participate in such activities for their benefit. Knowing of the risks, I hereby EXPRESSLY AGREE to HOLD HARMLESS and INDEMNIFY Doe River Gorge for any claims that may be brought by my minor child or family members.

## **OTHER PROVISIONS**

If I have any legal dispute with Doe River Gorge which cannot be settled through discussions between the parties, I will attempt to settle the dispute through mediation before a mutually acceptable mediator whose name appears on the registry of names recognized by Tennessee courts as qualified persons for mediation assignments. To the extent mediation does not result in a resolution, the dispute will be submitted to binding arbitration through the American Arbitration Association. I also agree to pay all costs and attorneys' fees incurred by Doe River Gorge in defending a claim or suit, if the claim or suit is withdrawn or to the extent a court or arbitration determines that Doe River Gorge is not responsible for the injury or loss.

Doe River Gorge and persons designated by it may use photograph(s) of the attending adult or minor child for sale or reproduction in any manner Doe River Gorge chooses, which includes use for advertising display, audiovisual presentations or otherwise.

If any part of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement nevertheless will be in full force and effect.

This agreement is entered into voluntarily, after careful consideration and is binding upon the persons signing below, their heirs, executors, administrators, wards, minor children and other family members.

### **\*THIS IS A LEGAL RELEASE\***

The undersigned parent or legal guardian represents that he or she has read this Release, has requested and been provided with, or has requested and declined advisement on the potential dangers/risks of engaging in the observation, activities, or the instruction offered, **assumes all risks associated with such dangers and risks**, and is fully aware of and understands the terms and the legal consequences of the signing of this Release. The undersigned parent or legal guardian intends his or her signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

### **Attendee or Parent/Legal Guardian Printed Name**

(Attendee under the age of 18 must have Parent or Legal Guardian's Signature)

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### **Signature of Attendee or Parent/Legal Guardian**

(Attendee under the age of 18 must have Parent or Legal Guardian's Signature)

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**Date** \_\_\_\_\_