

APPALACHIAN CAVERNS

PARTICIPANT GENERAL RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

(PLEASE READ THIS DOCUMENT CAREFULLY, BY SIGNING IT, YOU ARE GIVING UP YOUR AND/OR YOUR MINOR'S LEGAL RIGHTS)

In consideration of being allowed to participate in the services and activities at the Appalachian Caverns and Campground, including, but not limited to, the Appalachian Caverns gift shop and events, the Appalachian Caverns Wild Tour Adventure, the Appalachian Caverns Walking Tour Adventure, Appalachian Caverns Extended Tour Adventure, Appalachian Caverns Explorer Tour Adventure and/or and events on the Campground (collectively the "ACTIVITIES"), I, on behalf of myself, and/or on behalf of my minor child(ren)/ward(s), hereby agree to forever release, indemnify and discharge Appalachian Caverns and Campground, as well as its agents, owners, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, independent contractors, insurers, facility operators, land and/or premises owners, and any and all other persons and entities acting in any capacity on its behalf (collectively the "RELEASED PARTIES"). This Release is provided on behalf of myself, my spouse, legal partner, children, parents, guardians, heirs, assigns, personal representatives and estate, and all other persons and entities who could in any way represent me or act on my behalf as follows:

- (1) **RELEASE OF LIABILITY:** Despite all known and unknown risks, I hereby expressly, voluntarily and fully release, acquit, satisfy and forever discharge Appalachian Caverns and the RELEASED PARTIES and agree to hold them harmless of and from any and all claims and demands whatsoever in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by Appalachian Caverns or the RELEASED PARTIES, which may result in any damage, loss, personal injury, or death to me or my child(ren)/ward(s), while participating in or as a result of participating in any of the ACTIVITIES. This a complete release which is effective and valid regardless of comparative fault on the part of Appalachian Caverns or any of the RELEASED PARTIES.
- (2) **ASSUMPTION OF RISK:** I fully understand and acknowledge that there are risks and dangers, both foreseeable and unforeseeable, that may exist in participation of the ACTIVITIES. By my participation or the participation of my child(ren)/ward(s), in the ACTIVITIES, I hereby assume all risks and dangers and all responsibility for any and all injuries, losses and/or damages, whether caused in whole or in part by the negligence or other conduct of Appalachian Caverns or the RELEASED PARTIES.
- (3) **INDEMNIFICATION:** I hereby agree to indemnify and hold harmless Appalachian Caverns and the RELEASED PARTIES from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by Appalachian Caverns or the RELEASED PARTIES, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments that Appalachian Caverns or the RELEASED PARTIES incur in the event that I or my minor child(ren)/ward(s) cause any injury, damage and/or harm to Appalachian Caverns or the RELEASED PARTIES. To the extent that my child(ren) or anyone on behalf of whom I am signing this Release, makes any claim against Appalachian Caverns or the RELEASED PARTIES, I agree to indemnify and hold each of them harmless for any and all expenses, judgments, attorney's fees or other costs associated with or incurred as a result of such claim.
- (4) **ATTORNEYS' FEES:** I promise to indemnify Appalachian Caverns and/or the RELEASED PARTIES for any attorneys' fees and/or costs incurred to enforce this agreement, including all costs associated with any collection efforts.
- (5) **PHOTO RELEASE:** By entering Appalachian Caverns & Campground and participating in the ACTIVITIES, I hereby grant Appalachian Caverns on behalf of myself and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with the ACTIVITIES and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and any media without restriction as to alteration. I waive any right to inspect or approve the use of any photograph and/or recording, and acknowledge and agree that the rights granted herein are without compensation of any kind.
- (6) **TERMS OF AGREEMENT:** I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my child(ren)/ward(s) visit Appalachian Caverns & Campground and participation in any of the ACTIVITIES.
- (7) **VENUE/ARBITRATION:** In the event a lawsuit is filed against Appalachian Caverns, I agree to the sole and exclusive venue of Sullivan County. I further agree that the substantive law of Tennessee shall apply without regard to any conflict of law rules. I also agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect. Any controversy between the parties hereto involving any claim arising out of or relating to a reach of this agreement shall be submitted to and be settled by final and binding arbitration in Sullivan County, Tennessee, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

SIGNATURES

By signing this document, I understand that I may be found by a court to have forever waived my and my child(ren)/ward(s) right to maintain any action against Appalachian Caverns or the RELEASED PARTIES on the basis of any claim I may have against them. I have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

Parent/Gaurdian Signatiure (If participant is under 18) \_\_\_\_\_