

# Ocoee River Basin Canopy Tours

P. O. Box 309  
Long Creek, SC 29658  
(864) 647-9587 • FAX: (864) 647-5361

(Ocoee River Basin Canopy Tour information only)

Date \_\_\_\_\_ Trip Time \_\_\_\_\_ Group Name \_\_\_\_\_

Ocoee River Basin Canopy Tours is an activity offered by Nantahala Gorge Canopy Tours, Inc.

## Please Complete the Information Below (Please Print)

Do you need to talk to the ORBCT 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\*: \_\_\_\_\_ \* To receive our e-newsletters, specials, hot deals, or other information, please enter your email address!  
(OPTIONAL) (We do not sell this information.)

## PLEASE READ BOTH SIDES CAREFULLY • CANOPY TOUR REGISTRATION, WAIVER & RELEASE OF LIABILITY, AND ASSUMPTION OF RISK ACKNOWLEDGEMENT

### *Description of Canopy Tour:*

Ocoee River Basin Canopy Tours ("ORBCT") provides adventure recreation and environmental education. The Canopy Tour includes Zip Lines, Sky Bridges, Obstacles and all other related Canopy Tour activities. Zip Lines are high cable traverses using safety harnesses and associated hardware. Participants zip through the forest canopy and are challenged with the difficulties of stepping off a high platform, confronting a fear of heights, and accepting these risks and other new challenges. Sky Bridges are walkways high in the forest canopy consisting of planking supported by steel cables and rope. Obstacles may include an incline and swinging bridge, moving platform or rappel. Participants wear safety harnesses clipped into overhead steel cables with attached safety lanyards. Guides trained to lead participants toward their desired recreational and educational outcomes will lead the tour through the forest canopy. All equipment will be fitted and checked by the staff; the guides will monitor progress throughout the tour and guides will supervise all equipment transfers. While under the care of your guides, it is your responsibility to follow instructions and monitor the continued fit and readiness of your equipment. Participants must be reasonably fit and able to control the speed of their travel along the zip lines by grasping the cable above their heads with leather gloves. Participants also may be required upon occasion to pull themselves along a stretch of cable if they lose momentum before reaching any given landing platform (guides may assist with this process). The tour includes hikes on uneven terrain. Participants must be physically able to complete these tasks.

**Medical Concerns:** The Canopy Tour 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 problems. 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 underlying medical problems that put them at greater risk of injury or illness during a Canopy Tour must carefully consider those risks before choosing to participate and they must fully inform tour staff in writing prior to the beginning of the tour. ORBCT reserves the right to exclude any applicant from participation for medical, safety or other reasons.

**Inherent and Other Risks:** Serious injuries are uncommon in Canopy Tours, but the risk of injury or death certainly exists by reason of falls, contact with other participants, and fixed objects moving about or being transported on the grounds on which the Canopy Tour is initiated and conducted. A number of risks are inherent to the Canopy Tour. 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, cliffs, ravines, creek beds, potential harmful plants and animals, which may bite or sting. Injuries may be a natural consequence of the Canopy Tour 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 guides, staff or participants, or otherwise, and may occur in spite of the reasonable efforts of guides 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.

## 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 located at Hwy 64, Ducktown, Tennessee 37326

"Indemnitees" shall mean collectively and individually Nantahala Gorge Canopy Tours, Inc., Ocoee River Basin Canopy Tours, LJJ Landtrust, Inc. and Wildwater, Ltd. 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 ORBCT at the Facilities have been fully and adequately answered by ORBCT's staff, and (iii) Indemnitor is knowingly and voluntarily electing to participate in one or more activities offered by ORBCT. Indemnitor expressly and knowingly acknowledges the risks, whether actual or potential, of participating in activities offered by ORBCT 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 Canopy Tour 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 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.

**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 above named minor, 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.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Parent/Guardian's Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Parent/Guardian's Printed Name

\_\_\_\_\_  
Date