

# CLIFFSIDE ROCK CLIMBING AND RAPPELLING

## RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (A SEPARATE FORM MUST BE COMPLETED FOR EACH PARTICIPANT)

In consideration of being allowed to participate in Adventure West Virginia Resort, LLC, d/b/a Class VI Mountain River and/or The Rivermen, Inc., (the "Activity"), I represent that I understand the nature of this Activity; that I am qualified; am in good health; and am in proper physical condition to participate in the Activity, which involves hiking and climbing up and down steep slopes, rocks and cliffs, with and without the assistance of ropes. I agree to only participate while wearing the protective equipment required and to follow the instructions of the guides and instructors and, if I believe it unsafe, to immediately discontinue my participation. I know that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, and damage or loss of personal property which may be caused by my own actions or inactions, by others, or by the conditions in which the Activity takes place. I know that the risks of this Activity include, among others, walking on uneven terrain; slips and falls, either on the ground or while on a rock face; being struck by rocks or other objects falling from above; the use, mis-use or failure of climbing ropes and equipment; the forces of nature, including lightning and rapid weather changes; insect, snake or animal bites; and fatigue. I realize that there may be other risks not known to me or not readily foreseeable but I fully accept and assume all such risks, whether or not identified above, and I assume all responsibility for losses and damages which I may suffer as a result of my participation in this Activity.

The Releasees identified below may also have been requested to arrange for my participation in activities or services, including lodging or meals, provided by others ("Additional Services") and I acknowledge that the Releasees have made no representations whatsoever as to the safety or quality of those Additional Services.

**I HEREBY RELEASE** Adventure West Virginia Resort, LLC, d/b/a Class VI Mountain River and/or The Rivermen, Inc., any related and/or subsidiary corporations, partnerships, companies and entities, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, sponsors, advertisers, and the owners and lessors of the property on which the Activity takes place (the "Releasees") from all liability, claims, demands, losses, costs and damages arising or asserted to arise, directly or indirectly, in whole or in part, from the Activity or the Additional Services whether resulting from negligence or otherwise and including rescue operations and will indemnify and hold harmless the Releasees as to all such matters.

I consent to the use by Adventure West Virginia Resort, LLC, d/b/a Class VI Mountain River and/or The Rivermen, Inc., of photographs and video recordings made of me or the minor identified below while participating in the Activity or using the Additional Services without compensation and agree that all such materials including negatives, are the sole property of the Releasees.

I agree that the exclusive venue of any suit or claim against the Releasees for any reason whatsoever shall be the Magistrate or Circuit Courts of Fayette County, West Virginia; consent to the jurisdiction of such Courts as to any action against me to enforce this Agreement; and agree that this Agreement is to be enforced in accordance with the law of the State of West Virginia.

I have read the foregoing Release, Assumption of Risk And Indemnity Agreement; understand that I will give up substantial rights by signing it; have signed it freely and without any inducement or assurance of any nature not stated herein; intend it to be a complete and unconditional release, assumption of risk and indemnity to the greatest extent allowed by law; and agree that if any portion of this Agreement is held invalid the remainder shall continue in full force and effect.

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Date

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

(SEE REVERSE)

### **ADULT CONSENT AND ASSUMPTION OF RESPONSIBILITY FOR MINORS** (Required for Participant under the age of 18)

I understand the nature of the above Activity, am familiar with the Minor's experience and capabilities, and believe the Minor to be qualified to participate. I hereby personally accept and undertake, individually and in my own name, all of the obligations stated above specifically including the release, assumption of risk, and hold harmless provisions as to the Releasees of all liability, claims, demands, losses and damages suffered or alleged to have been suffered or incurred by the Minor or to others resulting from injury to the Minor.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Relationship to Minor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(Minor must also complete Reverse)

**PLEASE READ CAREFULLY  
PRELIMINARY INSTRUCTIONS**

Participants have a duty to act as would a reasonably prudent person when engaging in recreational activities offered by commercial outfitters and their employees. These and other duties will be explained to you prior to participation.

1. Do you need to talk to your guide about any matters, including medical conditions or medications, before beginning participation in the Activity? Yes\_\_\_\_ No\_\_\_\_
2. Have you participated in any activities with Adventure WV, LLC; Class VI-Mountain River, Rivermen, or Tree Tops Canopy Tour before? Yes\_\_\_\_ No\_\_\_\_



**If you have already registered online or by computer.**

**Please PRINT your information below ONLY if you have not completed your registration online.**

Reservation #: \_\_\_\_\_

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

ADDRESS 1: \_\_\_\_\_

ADDRESS 2: \_\_\_\_\_

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

DAY TIME PHONE: \_\_\_\_\_ EVENING PHONE: \_\_\_\_\_

AGE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

To receive our e-newsletters, specials, hot deals, high water alerts or other information, please give your email address!

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

(SEE REVERSE)

Updated: May 12