

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK & INDEMNITY AGREEMENT
SMOKY MOUNTAIN TUBING LLC**

READ CAREFULLY — THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING YOU WAIVE SIGNIFICANT LEGAL RIGHTS.

Smoky Mountain Tubing LLC — Referred to herein as "Smoky Mountain Tubing." Governed by North Carolina law. Disputes subject to binding arbitration in Swain or Jackson County, NC — the counties encompassing the Cherokee Boundary where activities take place — and any judgment may be entered in any court of competent jurisdiction.

PARTICIPATION REQUIREMENTS & HEALTH ACKNOWLEDGMENT

NOT PERMITTED for: non-swimmers; pregnant individuals; persons with respiratory conditions, physical disabilities, or any impairment affecting ability to swim or stand in turbulent water; or children under age five (5). **IF YOU CANNOT SWIM — DO NOT PARTICIPATE.** By signing, each participant confirms they have no medical condition that would make participation unsafe, and that they are not under the influence of alcohol or any substance that may impair judgment or physical ability. If any doubt exists, the participant confirms they have consulted a physician prior to participating.

ACKNOWLEDGMENT OF INHERENT RISKS & HAZARDS

Participant acknowledges the Oconaluftee River, nearby waters and area present inherent and serious risks that cannot be eliminated even with reasonable care, including: rapids, swift currents, deep water, obstructions, debris, rocks, fallen trees, dams, and wildlife. Weather conditions — including rain, flooding, lightning, high winds, and rapid changes in water level or temperature — can significantly increase these risks and may alter or suspend activities without notice. Participation may result in serious injury or death. This release expressly includes claims arising from the negligence of the Released Parties. By participating, each individual confirms they had the opportunity to inspect all equipment provided and found it satisfactory, or raised concerns with staff beforehand. Life jackets are provided to all participants and their use is strongly recommended at all times. If any participant refuses to wear a provided life jacket, such refusal is made against the explicit recommendation of Smoky Mountain Tubing, constitutes assumption of heightened and additional risk, and shall not diminish the release of liability granted herein. Smoky Mountain Tubing bears no responsibility for any injury or death resulting in whole or in part from a participant's refusal to wear a life jacket.

RELEASE OF LIABILITY, INDEMNIFICATION & ASSUMPTION OF RISK

In consideration of being permitted to participate, I, on behalf of myself and all members of my party, hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Smoky Mountain Tubing and all current and future owners, officers, members, heirs, assigns, employees, agents, volunteers, and representatives (collectively, "Released Parties") from any and all liability, claims, demands, or causes of action, whether known or unknown, **including those caused by the negligence of the Released Parties**, arising from any injury, loss, or damage — including death — during participation. Smoky Mountain Tubing is not liable for lost or stolen personal property; any recovery shall not exceed the amount paid for the activity. I further agree to **INDEMNIFY AND HOLD HARMLESS** the Released Parties from all claims, costs, and expenses — including attorneys' fees — arising from any loss sustained by me or my party. I voluntarily **ASSUME ALL INHERENT AND OTHER RISKS** associated with participation, including those arising from negligence of the Released Parties. This Agreement binds each signatory and their heirs, administrators, and assigns, and remains in full force during and after participation, including claims that arise after the activity concludes. If any provision is unenforceable the remainder continues in full force.

MINOR PARTICIPANTS (UNDER AGE 18)

A parent, legal guardian, or other responsible adult authorized to supervise a minor (collectively an "Authorized Adult") must sign on behalf of any participant under 18. Minors are not required to sign. All minors must be accompanied by an Authorized Adult at all times. By signing, the Authorized Adult consents to the minor's participation, accepts full supervisory responsibility, expressly releases negligence claims on the minor's behalf, and acknowledges this Agreement is binding upon themselves and the minor's heirs and assigns.

PARTY ADDRESS FOR NOTICE

Each participant, minor, and Authorized Adult signing on their behalf designates the address below as the address of record for all legal notices under this Agreement, regardless of whether they reside there.

Street Address

City, State, ZIP

Date of Activity

SIGNATURES OF ALL PARTICIPANTS

By signing freely, voluntarily, and without coercion, each individual confirms they have read, understand, and agree to all terms, are not relying on any oral representations by staff that contradict this Agreement, and further grants Smoky Mountain Tubing the right to use any photos or video taken during participation for promotional purposes without compensation. Each participant further acknowledges that it is their personal responsibility to remove themselves from participation at any time they feel unsafe, physically unwell, or incapable of continuing safely — and that choosing to continue participation after such a condition arises constitutes an additional assumption of risk for which Smoky Mountain Tubing bears no responsibility.

THIS RELEASE EXPRESSLY COVERS CLAIMS ARISING FROM THE NEGLIGENCE OF SMOKY MOUNTAIN TUBING, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES.

1. Print Name	Signature	Phone Number	Age
2. Print Name	Signature	Phone Number	Age
3. Print Name	Signature	Phone Number	Age
4. Print Name	Signature	Phone Number	Age
5. Print Name	Signature	Phone Number	Age

**SIGNATURES OF ALL PARTICIPANTS
(CONTINUED)**

By signing below, each individual confirms they have read, understand, and voluntarily agree to all terms set forth on Page 1 of this Agreement.

6. Print Name	Signature	Phone Number	Age
7. Print Name	Signature	Phone Number	Age
8. Print Name	Signature	Phone Number	Age
9. Print Name	Signature	Phone Number	Age
10. Print Name	Signature	Phone Number	Age
11. Print Name	Signature	Phone Number	Age
12. Print Name	Signature	Phone Number	Age
13. Print Name	Signature	Phone Number	Age
14. Print Name	Signature	Phone Number	Age
15. Print Name	Signature	Phone Number	Age

GUARDIAN / AUTHORIZED ADULT CONSENT FOR MINOR PARTICIPANTS

Must be completed by the Authorized Adult for EACH minor (under age 18) in the party.

I, the undersigned Authorized Adult, certify I have read and fully understand this Agreement, voluntarily consent to the participation of the minor(s) listed below, confirm I am authorized to do so, and agree to personally supervise and accompany each minor at all times. I expressly release all negligence claims on each minor's behalf and accept all terms as binding upon myself and each listed minor, and I personally assume all risk arising from my decision to bring the minor(s) listed herein to participate.

<i>Authorized Adult Printed Name</i>	<i>Relationship / Basis of Authorization</i>	<i>Phone Number</i>
<i>Authorized Adult Signature</i>	<i>Age</i>	<i>Date</i>

MINOR(S) COVERED BY THIS CONSENT

<u>Minor Full Name</u>	<u>Age</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

<u>Minor Full Name</u>	<u>Age</u>
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____
16. _____	_____
17. _____	_____
18. _____	_____
19. _____	_____
20. _____	_____