



High Adventure Camper Registration

Camper Name:

First / Last / Middle Initial

Birth Date:

mm/dd/yyyy

Age:

Address:

City / State / Zip:

CAMP SESSION

Session 1: June 17 - 21

Session 2: July 8 - 12

My child has permission to attend the overnight campout.

Yes

No

Parent / Guardian 1

Name:

Relationship:

Phone:

Address:

City / State / Zip:

Parent / Guardian 2 (optional)

Name:

Relationship:

Phone:

Address:

City / State / Zip:

Emergency Contact 1

Name:

Relationship:

Phone:

Emergency Contact 2 (optional)

Name:

Relationship:

Phone:

Authorized Pick-Up List

List all names of those allowed to pick up your camper. If any person is not known by Camp Drift-A Bit staff/volunteers, that person may be asked to present I.D. Please notify the Camp Director of any changes to your child's Authorized Pick-Up List, or if someone not on the list will pick up your child on any given day.

1.
2.
3.
4.

Camper Activity Information

Camp Drift-A-Bit's High Adventure camp aims to introduce campers to activities they may have little experience with, or have never tried before. It is not necessary for your camper to have developed skills in any of these activities. The purpose of this section is to assure your camper receives correct instruction at a level both fun and challenging.

Swimming. Your camper will wear a PFD (personal flotation device/life jacket) at all times they are in any body of swimmable water, regardless of skill level. Please note your camper's comfort level in bodies of water:

Swims unassisted.	Yes	No
Comfortable in water.	Yes	No

Mountain Biking. All campers will wear helmets and ride as a group, after participating in a mtn bike clinic. Please note your camper's comfort level with biking:

Rides a bike unassisted.	Yes	No	
Rides a bike with multiple gears.	Yes	No	
Rides comfortably on steep, uneven terrain	Yes	No	Inseam (inches)
			My camper will bring their own bike

Physical Activity. Please list any sports, hobbies or other physical activities your child has participated in.

Medical Information & Emergency Care

Explain any medical conditions (permanent or temporary) that you or your doctor feel may limit your camper's participation in Camp Drift-A-Bit activities. Please use an additional page if necessary.

List any allergies (food, insects, plants, medication, etc).

List any dietary restrictions.

List any emotional conditions or fears.

Medication. Please note, your camper's senior counselor will hold and administer all medications according to the directions below, with the exception of inhalers, which campers may carry and administer themselves. All medication must be in its original pharmacy container with original pharmacy labels.

This camper will take daily medications while attending camp. Yes No

Name of Medication	Reason for taking	When it is given	Dosage	How it is given

The following non-prescription medications may be stocked in camp First Aid kits and are used on an as needed basis to manage illness and injury. **Check any medication your camper MAY NOT be given.**

Antihistamine/allergy medicine (Benadryl) Generic cough drops Ibuprofen

Acetaminophen (Tylenol) Antibiotic Cream Aloe

Calamine lotion

Please list any other medical history or information you find pertinent to your camper's experience at Camp Drift-A-Bit.

Parent/Guardian Authorization for Health Care

This health history is correct and accurately reflects the health status of the camper to whom it pertains. The person described has permission to participate in all camp activities except as noted by me and/or an examining physician. I give permission to the physician selected by the camp to order x-rays, tests, and treatment related to the health of my child in emergency situations. If I cannot be reached in an emergency, I give my permission to the physician to hospitalize, secure proper treatment for, and order injection, anesthesia, or surgery for this child. I understand the information on this form will be shared on a “need to know” basis with camp staff. I give permission to photocopy this form. In addition, the camp has permission to obtain a copy of my child’s health record from providers who treat my child and these providers may talk with the program’s staff about my child’s health status.

Name of Camper

Parent/Guardian Signature

*If for religious or other reasons you cannot sign this, contact the camp director.

Date

Payment Information

Non-Refundable Registration Deposit: \$30

Camp Tuition: \$420

A non-refundable **deposit of \$30 must be made via our online registration page**. This \$30 deposit will only hold a space for your camper, allowing you time to complete and return the registration packet and pay the remaining camp tuition. **Please note, your camper's space will not be fully secured until your completed registration packet and camp tuition have been received** by Camp Drift-A-Bit. Spaces are secured on a first come, first serve basis. For this reason, we encourage you to complete and return the registration packet along with camp tuition promptly after paying the \$30 deposit.

Camp Drift-A-Bit offers some discount opportunities for siblings, campers registering for multiple weeks, and second-year campers. Discounts may not be combined with scholarship aid. Please visit our registration page and use the Discounted Tuition Calculator to see how much tuition you might pay with applied discounts.

Please select all discounts that apply for your camper.

Second Year Camper. This camper attended Camp Drift-A-Bit in 2018. (\$50 discount)

Sibling Discount. I am registering more than one child. (\$25 discount per sibling)

Multi-Week Camper. This camper is registering for multiple camp sessions. (\$25 discount per session)

Camp Drift-A-Bit offers morning and evening camp care for campers who cannot make the regular drop-off/pick-up period. Morning camp care (A.M. Care) runs from 7:30-8:30am. Evening camp care (P.M. Care) runs from 4:30-5:30pm. Camp care is \$25/day for morning or evening, and \$50/day for both. If you would like to pre-pay, please select how many sessions you will need below. Otherwise, you may pay as needed during camp.

	Mon.	Tues.	Wed.	Thurs	Fri.
A.M. Care					
P.M. Care					

Once your registration form is received, Camp Drift-A-Bit will email you an invoice for your camp tuition, including any discounts you are eligible for and any camp care sessions you'd like to pre-pay. You may pay your remaining camp tuition via check or credit card. Payees will be responsible for any processing fees for payments made via credit card.

Email address:

Camp Drift-A-Bit

High Adventure

Waiver Packet

Please complete the following waivers required by Camp Drift-A-Bit and its partners for participation in activities and use of facilities, property, staff, and equipment.

Read carefully. Initial, sign, and date where indicated.

Camp Drift-A-Bit: High Adventure Camp Session 1 & 2

Release and Waiver of Liability

Guardian Status. By my signature below, I attest that I am the parent or legal guardian of the Minor named in this Waiver and Release, and that I have the authority to execute this Waiver and Release on behalf of the Minor, hereinafter referred to “Camper.”

Waiver and Release. The Guardian releases and forever discharges and holds harmless New River Gorge Learning Co-op, hereinafter referred to as “NRGLC,” and their respective shareholders, directors, officers, employees, agents, affiliates, successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Camper’s time participating in Camp Drift-A-Bit, a project of NRGLC. The Guardian understands and acknowledges that this Release discharges NRGLC from any liability or claim that Guardian and Camper may have against NRGLC with respect of bodily injury, personal injury, illness, death, or property damage that may result from activities at NRGLC and its affiliate sites. It is also understood that NRGLC does not assume any responsibility for or obligation to provide financial assistance or other assistance to the Camper, including but not limited to: medical, health or disability insurance in the event of injury, illness, death or property damage.

I hereby acknowledge and understand that there are dangers and risks associated with the activities described below, which have been fully explained to me. I hereby acknowledge and understand that the Camper named on this waiver must abide by all rules, instructions, policies and procedures imposed by NRGLC and its partners and affiliates relating to the use of the facilities or property and the facilities or property of their partners and affiliates in order to have the safest experience. I acknowledge and understand that while reasonable care will be taken to ensure each camper’s safety, safety cannot be guaranteed.

Transportation. Camp Drift-A-Bit will utilize insured buses and certified bus drivers to transport campers to and from various activity sites and Camp Drift-A-Bit headquarters.

Swimming. Campers may participate in a variety of water recreation activities at, but not limited to, stand up paddle boarding at Summersville Lake. All campers will wear a PFD (personal flotation device), and water appropriate shoes while in swimmable bodies of water.

Mountain Bike. Campers may participate in mountain biking at Arrowhead Bike Farm and various nearby trails. Campers will be outfitted with appropriately sized helmets and bikes. Mountain bike trails will be selected based upon the overall skill level of the group. Mountain bike trails may be over steep and uneven terrain.

Rock Climbing. Campers may participate in top rope rock climbing and bouldering around Fayette and Nicholas County. All campers will wear appropriate protective safety gear, including but not limited to helmets and harnesses. Climbing routes will be set by experienced member guides of the New River Association of Climbers. All belayers will be trained camp counselors or belay-certified guides.

High Ropes Course. Campers may participate in Adventures on the Gorge (AOTG)'s TimberTrek high ropes course, which utilizes primary and secondary safety attachments for all campers. TimberTrek is a supervised but self-guided high ropes experience with elements ranging in difficulty. Campers may choose, with guide approval, the level of physical challenge they wish to attempt.

Adventure Course Elements. Campers may participate in adventure course elements to practice team building and communication. These elements require balance, activity-appropriate interpersonal physical contact, and cooperation to be utilized safely. Risk involved in adventure course elements are comparable to those on a typical playground.

Hiking. Campers may participate in a variety of community service activities which require hiking on and off trails of various terrain. Some light hiking may also be required to reach certain activity sites. Campers are required to wear closed toe shoes and appropriate clothing.

Camping. Campers choosing to attend the overnight campout will be walking distance from running water, indoor restrooms, and camp offices on Camp Drift-A-Bit's private property. However, they will be staying in tents outdoors with other campers, unless weather is deemed too dangerous by the Camp Director.

Partnership with Adventure Company Guides. Some activities will be guided in tandem by Camp Drift-A-Bit counselors and trained adventure company guides and employees of the National Park Service. This includes, but is not limited to, mountain biking, high ropes, community service projects, and watersports.

Off-site Activities. Many Camp Drift-A-Bit activities take place off of camp property. Campers are expected to follow the rules and guidelines set forth by Camp Drift-A-Bit counselors and any trained guide staff working in tandem to lead an activity in order to have the safest experience.

Medical Emergency Care. In the event of illness or injury, consent is hereby given to provide emergency medical care, hospitalization or other treatment, which may become necessary. I understand that failure to complete camp registration forms in a full and comprehensive manner could affect my Camper's or own safety as well as that of others, and therefore I affirm that the information herein is accurate and complete. I agree to hold NRGLC harmless if full disclosure of a pre-existing medical condition has not been made.

I understand Camp Drift-A-Bit, a project of NRGLC reserves the right to dismiss without refund any camper failing to follow the rules and guidelines of the Camp Drift-A-Bit Handbook, available in the camper registration packet.

By signing below, I, _____, parent/guardian of

(Parent/Guardian name)

_____, hereby fully waive and release claims for personal injury,

(Camper name)

property damage, or death that may result from the Camper's participation in any and all activities of Camp Drift-A-Bit and its partners, despite the implementation of reasonable safety measures and precautions, and give permission for the Camper named above to participate in all Camp Drift-A-Bit activities.

Parent / Guardian Signature

Date

CAMP DRIFT-A-BIT: PHOTO & MEDIA RELEASE FORM

I, _____ hereby give permission and consent for (child's name)

_____ to be photographed or videoed during New River Gorge Learning

Co-Op's 2019 Camp Drift-A-Bit activities. I further give permission and consent that any such photographs or video may be published and used by New River Gorge Learning Co-Op and its agents, to illustrate and promote the camp experience, New River Gorge Learning Co-Op and its camp programs.

Parent / Guardian Signature

Date

RELEASE OF LIABILITY, WAIVER OF RIGHTS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

PLEASE READ THE ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING

In consideration of being allowed to participate in the activities as set forth below (the "Activities") of Adventure WV, LLC, d/b/a Adventures on the Gorge, d/b/a Class VI-Mountain River, The Rivermen, Inc., Songer Whitewater, TreeTops Canopy Tour LLC, Gravity Zipline, and TimberTrek Aerial Adventure Park (collectively "Releasees"), I represent and agree as follows:

I AGREE to participate in the Activities only while wearing the protective and safety equipment required, to follow the instructions of the guides and, if I believe it unsafe, to immediately discontinue my participation. I represent that I am qualified, in good health, and in proper physical condition to participate in the Activities.

I UNDERSTAND that I have the duty to act as a reasonably prudent person when participating in the Activities.

I UNDERSTAND that the Activities in their various forms are INHERENTLY DANGEROUS AND HAZARDOUS and involve serious risks, many of which are inherent and may not be eliminated by the use of ordinary care. Those inherent risks include but are not limited to, the following:

WHITEWATER RAFTING AND ACTIVITIES involve travel on or being in whitewater rivers and streams in different crafts at varying water levels and use of rafting equipment including paddles, oars, personal floatation devices, and helmets.

KAYAK AND DUCKIE ACTIVITIES involve travel on or being in whitewater rivers, streams, or lakes in different crafts at varying water levels and use of rafting equipment including paddles, personal floatation devices, and helmets.

TREE TOPS CANOPY TOUR LLC, GRAVITY ZIP LINES, AND TIMBERTREK ADVENTURE PARK involve travel on Zip Lines (sliding on elevated steel cables using safety harnesses and associated hardware during which the participant may be required to control the speed of travel by grasping the cable with leather gloves or must pull themselves along); Sky Bridges (walkways high in the forest canopy supported by steel cables); other obstacles (including inclined bridges, rope swings, climbing, rappelling, hiking over uneven terrain) and related activities.

FLOAT FISHING TRIPS involve travel on or wading or otherwise being in whitewater rivers, streams, or lakes at varying water levels and use of equipment including rafts, oars, personal floatation devices, and fishing tackle.

SUMMERSVILLE LAKE ACTIVITIES involve pontoon boating, kayaking, stand up paddle boarding, swimming, floating, snorkeling, jumping, hiking, falling and climbing up and down steep slopes, rocks and cliffs with and without the assistance of ropes.

MOUNTAIN BIKING involves riding bicycles or electric assist bicycles over roads and trails or through rugged terrain which may or may not be designed or maintained for that purpose.

PAINTBALL involves participants shooting at each other with air powered paintball guns of various types; being hit by paintballs shot by others; running, jumping, crawling, climbing, falling, and hiding.

LASER TAG involves participants shooting at each other with battery laser guns of various types; being hit by lasers shot by others; running, jumping, crawling, climbing, falling, and hiding.

CLIMBING, RAPPELLING and HIKING involve hiking and climbing up and down steep slopes, rocks and cliffs, with and without the assistance of ropes.

TEAM BUILDING involves participation in a variety of tasks, activities and exercises with others to enhance personal self-development, to engage in positive communications, to learn leadership skills, and to practice in effectively working closely together as a team to solve problems and overcome obstacles.

Initial here:

I UNDERSTAND that these Activities involve substantial risks including, but not limited to, risks associated with the conditions in which the Activities take place; travel on or being in whitewater rivers, streams, lakes, whitewater rapids and changing water flows; travel through and over rough and uneven terrain by foot, bike, conveyances, or other means; the risk that I may be jolted, jarred, bounced, thrown around, or jerked about; the risk of slipping and/or falling to the ground or into the water while walking, riding, rafting, or climbing, whether or not on uneven terrain, whether or not on a whitewater rapid, whether on the ground or while on a rock face, and whether or not after becoming airborne; the use, misuse, or failure of equipment; collisions with other people or objects; travel at high rates of speed; being struck by rocks, limbs, or other objects falling from above; exposure to sun, wind, rain, lightning, elements, forces of nature, changing weather, changing trail, air, or water conditions; exposure to and bites from insects, snakes or animals; exposure to plants and trees, including poison ivy, poison oak, poison sumac, and other plants which may be poisonous or otherwise dangerous; sunburn, dehydration, heat exhaustion, heatstroke, frostbite, hypothermia, heat cramps or fatigue; and the actions or inactions of other persons, including guides and other participants, including those attributable to inexperience, negligence, carelessness, or mistakes of judgment.

I UNDERSTAND THE NATURE OF THE ACTIVITIES, I AGREE TO THE TERMS CONTAINED IN THE DESCRIPTION OF THE ACTIVITIES, I FULLY ACCEPT AND ASSUME ALL RISKS ASSOCIATED WITH THE ACTIVITIES, AND I ASSUME ALL RESPONSIBILITY FOR LOSSES AND DAMAGES WHICH I MAY SUFFER AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES.

I ACKNOWLEDGE that these Activities involve risks to myself and to others of serious bodily injury, including permanent disability, paralysis and death, emotional injury, 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 ACKNOWLEDGE that I am responsible for my own safety. I recognize that that injuries may occur in remote areas without adequate medical facilities, and that rescue and medical treatment may not be immediately available.

I ACKNOWLEDGE that guides have difficult jobs to perform. They seek safety, but are not infallible. They might be ignorant of a participant's fitness, medical conditions, or abilities. They might mis-judge the weather, the elements, or the terrain. I specifically acknowledge that decisions made by guides, staff, and participants are often made in wilderness, remote, or dangerous settings and are made based on often imprecise, momentary, and subjective perceptions that are subject to errors in judgment.

I ACKNOWLEDGE that there may be other risks not now 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.

I ACKNOWLEDGE that Releasees may also have been requested to arrange for my participation in activities or services, including but not limited to lodging, transportation, meals, and activities, provided by others ("Additional Services") and that Releasees have made no representations whatsoever as to the safety or quality of those Additional Services.

I HEREBY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS Releasees, any parent, related and/or subsidiary corporations, partnerships, companies and entities, their respective owners, administrators, directors, agents, officers, volunteers, and employees; and the owners and lessors of the property on which the Activities take place ("Released Parties") from any and all liability, claims, demands, losses, costs and damages arising or to arise, directly or indirectly, or whole or in part, from the Activities or the Additional Services, including transportation to and from the Activities or the Additional Services, whether resulting from negligence or otherwise, including rescue operations.

I CONSENT to the use without compensation by Released Parties of photographs and video recordings made of me or the minor identified below while participating in the Activities or using the Additional Services and agree that all such materials, including negatives, are the sole property of the Released Parties.

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

Initial here:

If you have any questions about this form or its contents, or if you have a medical or other condition which may affect your ability to participate in the Activities, please contact a company representative immediately.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ AND HAVE READ AND UNDERSTOOD THE FOREGOING RELEASE OF LIABILITY, WAIVER OF RIGHTS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS;

I UNDERSTAND THAT I WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT;

I WARRANT THAT I AM NOT UNDER THE INFLUENCE OF DRUGS OR ALCOHOL AND THAT I AM AWARE OF NO OTHER IMPEDIMENTS THAT WOULD PREVENT ME FROM ENTERING INTO THIS CONTRACT;

I AM SIGNING IT FREELY AND OF MY OWN FREE WILL AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE NOT STATED HEREIN;

I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY, WAIVER OF RIGHTS, ASSUMPTION OF RISK AND INDEMNITY TO THE GREATEST ESTENT ALLOWED BY LAW; AND

I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD INVALID THE REMAINDER SHALL CONTINUE IN FULL FORCE AND EFFECT.

DUTIES OF A PARTICIPANT

THE WEST VIRGINIA WHITEWATER RESPONSIBILITY ACT

(West Virginia Code § 20-3B-1 through 5)

- (a) Participants have a duty to act as would a reasonably prudent person when engaging in recreational activities offered by commercial whitewater outfitters and commercial whitewater guides in this state.
- (b) No participant may:
 - (1) Board upon or embark upon any commercial whitewater expedition when intoxicated or under the influence of non-intoxicating beer, intoxicating beverages or controlled substances; or
 - (2) Fail to advise the trip leader or the trip guide of any known health problems or medical disability and any prescribed medication that may be used in the treatment of such health problems during the course of the commercial whitewater expedition; or
 - (3) Engage in harmful conduct or willfully or negligently engage in any type of conduct which contributes to or causes injury to any person or personal property; or
 - (4) Perform any act which interferes with the safe running and operation of the expedition, including failure to use safety equipment provided by the commercial whitewater outfitter or failure to follow the instructions of the trip leader or trip guide in regard to the safety measures and conduct requested of the participants; or
 - (5) Fail to inform or notify the trip guide or trip leader of any incident or accident involving personal injury or illness experienced during the course of any commercial whitewater expedition. If such injury or illness occurs, the participant shall leave personal identification, including name and address, with commercial whitewater outfitter's agent or employee.

THE WEST VIRGINIA ZIPLINE AND CANOPY TOUR RESPONSIBILITY ACT

(West Virginia Code §21-15-4 - 1 thorough 4)

- (a) It is the duty of each participant to participate as instructed by the operator.
- (b) Participants have a duty to act as would a reasonably prudent person when engaging in the sport of ziplining or canopy touring offered by a operator.
- (c) No participant may:
 - (1) Use a zipline or canopy tour without the authority, supervision and guidance of the zipline operator;
 - (2) Drop, throw or expel any object from a zipline or canopy tour except as authorized by the operator;
 - (3) Perform any act which interferes with the running or operation of a zipline or canopy tour; or
 - (4) Engage in any harmful conduct, or willfully or negligently engage in any type of conduct with contributes to cause injury to any person.

Initial here:

Printed Name of Participant

Date

Signature of Participant

Date of Birth

Do you need to talk to the trip leader or trip guide about any matters, including medical conditions or medications, as required by the above regulations? Yes____ No____

**PLEASE PRINT
OUTFITTERS ARE REQUIRED BY STATE LAW TO OBTAIN THE FOLLOWING INFORMATION.**

First Name:

Last Name:

Address:

Address 2:

City:

State:

Zip:

Phone (H):

Phone (C):

Email:

Age:

ADULT CONSENT AND ASSUMPTION OF RESPONSIBILITY FOR MINORS

(Required for Participant under the age of 18)

I, the parent/legal guardian of the minor (participant under the age of 18), have read and reviewed the above Release of Liability, Waiver of Rights, Assumption of Risk and Indemnity Agreement and agree to all terms of the same on behalf of the minor to the same extent as if I were signing on my own behalf. I expressly understand that his/her use of equipment and participation in the Activity involves a risk and danger of injury, and it is my express desire that the minor participate in the Activities, risk of injury or death notwithstanding. I give the Released Parties permission to treat the above minor in case of emergency or accident. I understand the nature of the Activities, am familiar with the minor's experience and capabilities, and believe the minor to be qualified to participate. I do further represent and warrant to the Released Parties that I am the natural parent / duly appointed legal guardian of the minor child described herein and am in all respects legally authorized to execute this agreement on behalf of the minor.

Printed Name of Parent or Legal Guardian

Relationship to Minor

Signature of Parent or Legal Guardian

Date

Reservation Name: _____

Reservation #: _____

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Arrowhead Land, LLC, Arrowhead Bike Farm and NRG Campground, LLC
CONTRACT, LIABILITY WAIVER & INDEMNIFICATION AGREEMENT

I am aware that during mountain biking and camping (or other activities such as lodging, hiking, or climbing) in which I am participating under the arrangement of Arrowhead Land, LLC, Arrowhead Bike Farm and NRG Campground, LLC, their agents, employees, associates, and equipment manufacturers (collectively "Arrowhead"), certain substantial risks and dangers may occur, including, but not limited to:

- accidents,
- bicycle loss of control,
- becoming lost in the woods,
- briars and thorns,
- cardiac problems, stroke, loss of consciousness, and other conditions that may be worsened by physical activity,
- collisions with persons, vehicles, nature, and bicycles,
- criminal acts,
- death,
- disease,
- encountering hunters or being shot,
- eye injuries including blindness,
- explosions (gas grills),
- failure or lack of communication equipment,
- failure or lack of safety equipment,
- falling limbs or trees,
- falls and collisions caused by natural and man-made obstacles and hazards (for example, variations in terrain, mud, dirt, gravel, rocks, jumps, trees, stumps, and other forms of forest growth or debris, jumps, ladders, drops, posts, poles, barriers, and bridges),
- falls from man-made and natural cliffs,
- fractures or punctures,
- hazards from the force of nature,
- hazards of bike rental (improper maintenance or upkeep),
- hazards of camping,
- hazards of hiking, biking or riding in rough terrain,
- hazards of trail riding and bike tours,
- hazards related to the negligence of the above listed companies (for example, failure to adequately construct or maintain trails or features of the trails),
- heat exhaustion or heat stroke,
- illnesses or injury in remote places without medical facilities,
- in the event I am on a guided tour, the guide's negligence in selection of terrain,
- inability to read or follow a map,
- inaccurate map,
- lightning and other predictable and unpredictable weather events,
- loss or damage to personal property,
- problems or hazards related to the consumption of alcohol beverages by anyone (including myself),
- partial and/or total paralysis,
- slippery mud,
- snake bites, insect bites and bee stings, (the above listed companies rarely carry medications),
- strains or sprains,
- sunburn,

and that these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of the above listed companies, negligence of others, accidents, breaches of contract, the forces of nature, or other causes. These risks and dangers may arise from foreseeable and unforeseeable causes including a misjudgment of terrain, weather, or trail. Staff may give incomplete warnings or instructions. Decisions by company staff are part of the inherent risk of mountain biking and of other activities.

In consideration of, and as part payment for, the right to participate in such land activities and the services, food, alcoholic beverages, if any, arranged for me by the above listed companies, its agents, employees and associates, I have and do hereby assume all of the above risks, and release, and will hold harmless, the above listed companies, or any other person from any and all liability, actions, causes of action, debts, claims, and demands of every kind and nature whatsoever which I now have or which may arise out of or in connection with my trip or participation in any of the mountain biking, camping or related activity.

The terms hereof shall serve as a release, contract, indemnification (allowing collection of legal fees from plaintiffs), indemnification by parents or guardians (reimbursement of awards and legal fees in a winning suit brought by the minor or other parent), and assumption of risks for my heirs, executors and administrators and for all members of my family, including any minor's parents or any minors accompanying me.

I certify that I will not hold the above listed companies, their agents, employees or associated companies responsible for actions of independent or quasi-independent providers of activities which have been arranged for me by, or recommended to me by Arrowhead. I am participating for enjoyment or thrills and understand that the activities require physical exertion and involve challenges containing a potential risk of injury or death.

I certify that I will not hold any of the above listed companies, their agents, employees or associated companies responsible for any harm occurring wholly or partially as a result of any existing health problems including, but not limited to:

- reactions to bee stings or the constriction of airways due to cold weather or asthma,
- broken bones due to osteoporosis,
- hemophilia,
- heart disease,
- high blood pressure,
- pregnancy,
- loss of stamina or coherency due to diabetes.

If medical evacuation, including ambulance, Hi-railer, helicopter, is arranged by the above listed companies, due to new or existing medical conditions, then my insurance is solely responsible and if I do not have insurance I, myself, am solely responsible for any associated costs.

I specifically understand that I am releasing, discharging, and waiving any claims or actions that I, or my heirs, may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers, or employees of the above listed companies.

I further give permission for use or sale of any photograph or video showing me without further compensation to me.

This Agreement shall be effective and binding upon the undersigned and my heirs, next of kin, executors, administrators, assigns, representatives, and distributors under the West Virginia wrongful death act in the event of my death or incapacity. This Agreement and any rights, duties, and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the State of West Virginia, without reference to principles of conflicts of law. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions in this Agreement are determined to be invalid or contrary to any existing or future law, that invalidity shall not impair the operation of this Agreement or affect those portions of this Agreement that are valid. If any portion of this contract and release is found to be invalid, the remainder shall remain in full force.

This is a public area in which only minimal security, if any, may be provided; the same precautions against crime should be exercised here as anywhere else.

The venue of dispute that may arise out of this agreement or otherwise between the parties to which the above listed companies or their agents is a party shall be the Fayette County Court in Fayetteville, WV. Each visitor shall have sole and individual responsibility for the following:

1. wearing a helmet and related safety equipment at all times,
2. knowing the range of his or her own ability to negotiate any slope or trail,
3. operating the bike within the limits of his or her own ability,
4. maintaining reasonable control of speed and course at all times, and
5. refraining from acting in a manner which a reasonable person would believe to be likely to cause or contribute to the injury of any person.

I understand that the Responsibility Act immunizes the outfitter from tort (legal) actions as long as the industry standard of care is met.

West Virginia Bicycle Riders' Responsibility

1. **West Virginia state law requires all bicyclists fifteen years of age and under must wear a helmet. Arrowhead requires that ALL USERS must wear a helmet when enjoying the property or renting from Arrowhead.**
2. **Participants are responsible for all issued rental equipment including but not limited to bicycle and its corresponding components and helmets. A credit card or other collateral will be held with rental form to cover any damage expenses.**
3. **A participant may not make any alterations or tamper with a rental bike in any way which would interfere with the continued safe operation of that machine.**
4. **The trail map is a general guide only and is not to scale. Arrowhead cannot be held responsible for inaccurate information or the condition of the trails.**
5. **All rented equipment will be returned and checked back in at the specified time. If I fail to return the equipment by the specified time, I will be charged for the additional time. I agree to wash the bike when I return. After proper return, collateral items will be charged or returned.**
6. **For rental bikes, if I do not return the bike to the rental center, I agree to pay for the replacement cost.**

I agree to wear a bike helmet at all times I am operating a bike on Arrowhead property and/or at all times that I operate a bike owned by Arrowhead.

Initials #1 _____ **Initials #2** _____

I hereby acknowledge that all bicycles are equipped with a hiker, me, I, and or my parents, guardians or chaperones are solely responsible for realistically assessing my skill level. If I encounter man-made and natural terrain and/or obstacles that I do not believe I can safely traverse, I will not ride them. Moreover, I recognize that all mountain bikers eventually wreck their bikes and I anticipate that I will wreck my bike. I intend this Contract, Liability Waiver and Indemnification Agreement to immunize Arrowhead from any lawsuit associated with that wreck. In the event that I am on a guided tour or have followed a course suggested by Arrowhead, its employees or agents, I still understand and acknowledge that it ultimately is up to me and/or my parents, guardians or chaperones to determine my skill level and determine whether I believe I can safely negotiate any natural or man-made conditions I encounter.

My permission to be on Arrowhead's property and to use it for any purpose is solely based upon my agreement to be bound by this Contract, Liability Waiver, and Indemnification Agreement. In the event this Contract, Liability Waiver, and Indemnification Agreement is deemed void or unenforceable, I hereby acknowledge that I am a trespasser.

I HAVE READ THE ABOVE CONTRACT AND LIABILITY WAIVER AND INDEMNIFICATION AGREEMENT AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE ARROWHEAD LAND, LLC, ARROWHEAD BIKE FARM, LLC, AND NRG CAMPGROUND, LLC, THEIR AGENTS, EMPLOYEES, ASSOCIATES, AND EQUIPMENT MANUFACTURERS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I RECOGNIZE THAT I AM FREE TO NOT PARTICIPATE IN ANY ACTIVITIES. I AM ALSO FREE NOT PARTICIPATE IN CAMPING, EATING, OR THE CONSUMPTION OF ALCOHOL.

Once I have agreed to be bound by this Contract, Liability Waiver and Indemnification Agreement, I hereby acknowledge that it is binding upon me and my heirs, administrators, executors and potential distributors each and every additional time that I visit Arrowhead in the future.

Adult Participant 1 _____

Adult Participant 1 Address _____

Adult Participant 1 Signature _____

Adult Participant 2 _____

Adult Participant 2 Address _____

Adult Participant 2 Signature _____

Child Participant 1 _____

Child Participant 2 _____

Child Participant 3 _____

Child Participant 4 _____

 Date

 Printed Name

 Signature of Participant

IF UNDER 18: THIS WAIVER MUST ALSO BE SIGNED BY A PARENT OR GUARDIAN.

I hereby certify that I have read this Agreement, consent to my child or ward's participation in the Activities, understand the terms and significance of this Agreement, and have full authority to execute this Agreement, realizing that it is legally binding on my child or ward, as well as myself.

 Parent/Guardian Address

 Date

 Printed Name

 Signature of Participant's Parent/Guardian

MOUNTAIN SURF PADDLE SPORTS LLC

WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK

In consideration of the risk of injury while participating in Stand Up Paddle Boarding whether it be rentals or instruction (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Mountain Surf Paddle Sports LLC, Mountain Surf Paddle Sports, Mountain Surf, and Mtn Surf PS, located at 115 King Ave APT B, Fayetteville, West Virginia 25840, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless Mountain Surf Paddle Sports LLC, Mountain Surf Paddle Sports, Mountain Surf, and Mtn Surf PS against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Mountain Surf Paddle Sports LLC, Mountain Surf Paddle Sports, Mountain Surf, and Mtn Surf PS incurs any of these types of expenses, I agree to reimburse Mountain Surf Paddle Sports LLC, Mountain Surf Paddle Sports, Mountain Surf, and Mtn Surf PS.

I acknowledge that Mountain Surf Paddle Sports LLC, Mountain Surf Paddle Sports, Mountain Surf, and Mtn Surf PS and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Mountain Surf Paddle Sports LLC, Mountain Surf Paddle Sports, Mountain Surf, and Mtn Surf PS.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to, injury, drowning, and death, caused by equipment, terrain, facilities, temperature, weather, lack of hydration, condition of participants, injury on land at put-in or take-out, bee or insect bites, vehicular traffic and actions of others, including but not limited to, participants, employees, and volunteers.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Mountain Surf Paddle Sports LLC, Mountain Surf Paddle Sports, Mountain Surf, and Mtn Surf PS AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Mountain Surf Paddle Sports LLC, Mountain Surf Paddle Sports, Mountain Surf, and Mtn Surf PS FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the

part of Mountain Surf Paddle Sports LLC, Mountain Surf Paddle Sports, Mountain Surf, and Mtn Surf PS, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the participant and Mountain Surf Paddle Sports LLC, Mountain Surf Paddle Sports, Mountain Surf, and Mtn Surf PS agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK shall continue in full force and effect until specifically revoked by me, or, in the case of a minor, for whom I have consented, has attained the age of eighteen (18) years.

DO YOU HAVE ANY MEDICAL CONDITIONS? Check one: YES NO

IF YES, PLEASE LIST _____

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Address: _____

Email address: _____ **Phone number** _____

Emergency contact name and number _____

Participant Name (print): _____

Signature of Participant _____ **Date:** _____

MINOR (under 18 years of age)
PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent or Guardian (print): _____ **Relationship:** _____

Parent of Guardian signature: _____ **Date:** _____