



WAIVER AND RELEASE OF LIABILITY
PLEASE READ CAREFULLY.

In consideration of the services of **Coker Creek Village, Inc.**, its agents, owners, officers, volunteers, participants, employees and all other persons or entities in any capacity on its behalf (hereinafter collectively referred to as "CCV"), I hereby agree to release and discharge CCV, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in outdoor adventure based activities such as horseback riding, mountain biking, paint ball, hiking and tractor-drawn wagon rides entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things, accidental drowning, contact with wild animals, hiking and exposure to the elements.
2. CCV guides/instructors have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements or the terrain. They may give inadequate warning or instructions, and the equipment being used might malfunction.
3. I expressly give and promise to accept and assume all of the risks existing in these activities. My participation in these activities is purely voluntary, and I elect to participate in spite of the risks.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless CCV from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities or my use of CCV's equipment or facilities, **including any such claims which allege negligent acts or omissions of CCV.**
5. Should CCV, or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical condition which could interfere with my safety in the activity, or else I am willing to assume--and bear the costs of--all risks that may be created, directly or indirectly, by any such condition.
7. In the event that I file a lawsuit against CCV, I agree to do so solely in the state of Tennessee, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void and unenforceable, the remaining portions shall remain in full force and effect.
8. Permission is hereby granted for my photograph or my ward's photograph to be used in the normal promotional material of CCV.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in these activities, I may be found by a court of law to have waived my right to maintain a lawsuit against CCV on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____ Print Name: _____

Address: _____

Phone: _____ Date: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by CCV to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless CCV from any and all claims which are brought by, or on behalf of, Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____

Date: _____