

TIMBERTREK AERIAL ADVENTURE PARK
RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
(A SEPARATE FORM MUST BE COMPLETED FOR EACH PARTICIPANT)

Activities at Adventure WV, LLC D/B/A TimberTrek Aerial Adventure Park (TimberTrek) involve the use of safety equipment that must be used according to specific directions. FAILURE TO HEED ANY OF THE DIRECTIONS AND THESE WARNINGS MAY RESULT IN SEVERE INJURY. You are responsible for your actions and decisions. Before using TimberTrek, you must: 1. Read & understand all Instructions; 2. Get specific training in using the safety equipment and their proper use.

I, the undersigned, request permission to participate in the activities of TimberTrek. In consideration of being permitted to participate, I do release, waive, forever discharge, and hereby covenant not to sue TimberTrek's organizations, and all companies associated with the TimberTrek, their officers, directors, agents, and employees from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs and expenses of any nature which Participant may have or which may hereafter accrue to Participant, arising out of or related to any loss, damage, or injury, including but not limited to suffering or severe injury, that may be sustained by Participant or his/her property, whether caused by the negligence or carelessness of the Park or otherwise, while Participant is in transit to and from TimberTrek and engaged in its Activities.

I have signed this Release in full recognition and appreciation of the potential dangers, hazards and risks inherent to using TimberTrek and associated activities thereto and assume the risk of the use of equipment. I understand and agree that the Park does not have medical personnel or treatment available to Participant. I hereby authorize and grant full permission to secure emergency medical treatment for Participant, if necessary, and further that such action shall be subject to the terms of this Agreement. I understand and agree that TimberTrek makes no warranty and assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment. We further state that there are no health-related problems or reasons that would preclude or restrict the Participant's participation in these Activities, and that Participant is covered by adequate medical health insurance to provide for any medical costs that may be necessary during the Activity.

Participant's Parent/Guardian further agrees to save and hold harmless, indemnify and defend TimberTrek from any claim by Participant or Participant's family arising out of Participant's participation in the activity described above.

I consent for all purposes to reproduce and use of photographs and video by TimberTrek for advertising. In giving this consent, I release TimberTrek and its nominees and designees from liability for any violation of any personal and/or proprietary right I may have in connection with reproduction or use.

If any term or provision of this Release shall be held illegal, unenforceable or in conflict with any law governing this Release, the validity of the remaining portions shall not be affected thereby. Any and all disputes will be governed by the laws of the state of West Virginia.

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. This and other duties will be explained to you before beginning 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____
3. Have you participated in zip line activities 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)