



<i>For NOC use only</i>	
Activity Date: May 25, 2024	Rsv Party Name: FBC Montgomery
Activity Time: 9:00, 9:30, 10:00 AM	Rsv #:
Activity Type: Rafting	# in Party: ~150

FULL LEGAL NAME of PARTICIPANT: _____

ADDRESS: _____

CITY, STATE, ZIP: _____ PHONE: _____

EMAIL: _____

PRINT Full Name of Emergency Contact: _____

Relationship of emergency contact: _____ Phone(s) of Contact Person: _____

Activity Participation Acknowledgement

I, _____, the adult participant ("Participant") and/or parent/guardian on behalf of a minor participant, if any,

_____, ("Minor Participant"), hereby acknowledge that I am participating in an activity for which **Nantahala Outdoor Center, LLC, a Georgia limited liability company or one of its subsidiaries** (individually and collectively, "NOC") is furnishing equipment or services and which requires physical exercise, including, without limitation, rafting, kayaking, swimming, stand-up paddle boarding, rock climbing, hiking, rappelling, zip-lining, ropes course navigating, or cycling (the "Activity"). I hereby acknowledge and accept that the Activity and undertakings associated therewith, may be physically and emotionally challenging, and that my participation in the Activity may involve physical contact with others, use of and proximity to equipment and other dangerous apparatus, and exposure to risk of accident, injury, death, damage to personal property and/or mental distress. I acknowledge and agree that the Activity may involve certain inherent risks associated with the location, nature, and terrain, including, but not limited to, forces of nature, including high winds, lightning, and rapid weather changes; adverse weather; changing visibility; falls from significant heights; the hazards of being struck by the equipment; unexpected equipment failures; slips and falls; the risk of exposure to insects and encounters with wildlife; drowning; strong current; the negligence of participants, or other persons who may be present; travel over extreme mountainous or alpine terrain; travel on highways and back-country roads; transportation in vehicles; exposure to and contracting communicable diseases and viruses, and illnesses; becoming lost or separated from other NOC employees, organizers, guides, instructors, or other participants; accidents or illnesses occurring in remote places without medical facilities; failing to act safely or within one's own ability; Participant(s) own physical condition; and the physical exertion associated with this Activity, and I expressly acknowledge that I am participating in the Activity at my own risk. I also agree to abide by any decision of any NOC employees, organizers, volunteers, directors, representatives, agents, and officers (collectively, the "NOC Parties") regarding my ability to safely participate in the Activity. I further acknowledge and agree that my participating in any Activity may be terminated immediately if any of the NOC Parties believe, in their sole discretion that I am unable to safely complete the Activity for any reason or that I am under the influence of alcohol or drugs. By participating in the Activity and executing this Release of Liability, I represent that I am in good health and physical condition and do not suffer from any disability which would prevent my safe participation in the Activity.

Release, Waiver of Liability, and Indemnity Provisions

In consideration of my participation in the Activity, I, Participant and/or parent/guardian of Minor Participant, agree on behalf of myself, my heirs, executors, administrators, and personal representatives and those of Minor Participant ("Releasing Parties") to hereby irrevocably, unconditionally, and forever release, acquit, discharge, hold harmless, and indemnify (i.e., defend and pay any judgment and costs, including attorneys' fees and related expenses) the NOC Parties, as well as, where applicable, the Tennessee Valley Authority, Ocoee River Outfitters Association, the state of Tennessee, the U.S. Forest Service, the City of Roswell, GA, the United States of America and any other governmental agency, whether federal or state, or other entities who may have an interest in any river, lake, or other real property or waterway on which the Activity takes place, along with any and all directors, officers, trustees, members, managers, staff, employees, volunteers, agents, personal representatives, heirs, attorneys, successors and assigns thereof, including all affiliated entities or subsidiaries, and all other persons and entities connected with such entities, whether herein named or not ("Released Parties") from any and all charges, actions, complaints, causes of action, claims, liabilities, obligations, promises, controversies, damages, suits, proceedings, expenses, attorney fees, and demands of any kind or nature whatsoever, known or unknown, suspected or unsuspected, whether arising out of contract, tort, strict liability, or otherwise, whether currently existing or arising, occurring or accruing in the future, based upon, arising out of, related to, or connected in any way to the Activity.

I further acknowledge and agree that the Released Parties shall have no liability or obligation to Releasing Parties with respect to, arising from, related to, or in connection with Releasing Parties participation in the Activity. I represent and warrant that I am eighteen (18) years of age or older, or if a Minor Participant, have obtained my parent or guardian's written consent to participate in the Activity and execute this Agreement, am under no legal incapacity to execute this Agreement and intend to be bound by its terms, and that I have read this Agreement and fully understand the terms and provisions hereof (including, without limitation, that this is a release of liability and indemnity agreement), and that I intend to be bound by this Agreement. I agree that, notwithstanding the principles of conflicts of law, the internal laws of the State of Georgia shall govern and control the validity, interpretation, performance, and enforcement of this Agreement, and I further expressly agree that the foregoing Agreement is intended to be as broad and inclusive as is permitted by applicable law and that if any portion hereof is held void or unenforceable, it is agreed that, notwithstanding any such invalidity, the remainder of this Agreement shall continue in full legal force and effect.

Media Release

I, Participant and/or parent/guardian of Minor Participant, agree on behalf of myself or on behalf of Minor Participant, to hereby irrevocably give NOC and its respective licensees, agents, affiliates, successors, and assigns and/or others working on its behalf my permission and grant to NOC the right, to film, record, and photograph me and/or Minor Participant according to the terms and conditions set forth in this Agreement. I hereby grant and license to NOC a perpetual, worldwide, irrevocable, non-exclusive, freely assignable with the right to sublicense (by NOC), royalty-free, and paid-up right to use, reproduce, duplicate, integrate, publish, exhibit, sell, or sublicense, (collectively, "Use") my and/or Minor Participant's image, portrait, picture, likeness, voice, statements (including extractions thereof), and/or performance, (as applicable), including any derivatives, modifications, alterations, or edits thereto (collectively, Participant's or Minor Participant's "Likeness") and all materials created by or on behalf of NOC that incorporate any of the foregoing (the "Materials"), including video, photographs, negatives, positives, prints, digital reproductions, audio recordings, or other manifestations thereof and on, or in connection with any media, including the Internet, NOC's, or other relevant websites, social media sites, blogs, and any and all digital and new media along with any activating or subscription-based technical components or features provided thereon, whether now existing or hereinafter developed. NOC's use of the Materials shall be solely for the purpose of advertising and promoting NOC and any of its outdoor recreation and associated services and without any additional notice to, consent by, approval by, or compensation to me or Minor Participant.

I agree that all right, title, and interest in and to the Materials are exclusively owned by NOC, including all copyrights and other intellectual property rights therein, and I hereby release any rights, title, or interest I may have to, or in connection with the Materials. I agree that the results of my or Minor Participant's participation in connection with the Materials will be considered work made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent that the Materials, or any part thereof, fails to be considered a work made for hire (or for any other reason does not automatically inure to NOC), I hereby permanently and irrevocably assign to NOC all rights, title, and interest in and to, if any, the Materials. I hereby waive the benefit of any moral rights and of any similar law anywhere in the world. I will not authorize any other individual or entity to Use the Materials.

To the fullest extent permitted by applicable law, I hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, damages, and expenses arising directly or indirectly from NOC's use of the Materials in accordance with the terms hereof, including what might be deemed misrepresentation due to editing, alteration, distortion, optical illusion or faulty processing or reproduction which may occur in the finished Materials or any claims of defamation, disparagement, slander, libel, false light invasion of privacy or publicity, intellectual property infringement or the like in any jurisdiction throughout the world. Nothing herein shall constitute any obligation on NOC to make any use of the license granted by me or Minor Participant as set forth herein. NOC's use is completely at its own discretion.

Medical Emergencies

I hereby give permission to the NOC Parties to contact emergency services for help or provide me with emergency medical treatment or First Aid, whether or not the NOC Parties have contacted my emergency contact and give permission to a licensed physician or other licensed medical provider or first responder to provide proper treatment, including but not limited to emergency transportation, treatment, hospitalization, injection, anesthesia and/or surgery. I hereby RELEASE, WAIVE AND FOREVER DISCHARGE the NOC Parties from any and all claims, liabilities, causes of action, damages, demands, judgments, executions, liens and costs whatsoever in law or equity, including, without limitation, liability for death or bodily injuries to any person or damage to any property resulting from any (i) claims made against medical providers of emergency services under this authorization, or (ii) against the NOC Parties for obtaining or administering First Aid or emergency medical services for me pursuant to this authorization and waiver.

I AM AWARE THAT THE ACTIVITY MAY BE DANGEROUS AND THAT I COULD SUSTAIN SERIOUS INJURY, DEATH, OR EXPOSURE TO A COMMUNICABLE DISEASE, VIRUS, BACTERIA OR ILLNESS. I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE THAT THIS PROVISION CONCERNS A SUBSTANTIAL RIGHT. I FURTHER AGREE TO ASSUME ANY AND ALL RISKS OF ACCIDENT, BODILY INJURY, DEATH, EXPOSURE TO A COMMUNICABLE DISEASE, VIRUS, BACTERIA OR ILLNESS OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN, AND EVEN IF ARISING FROM THE NEGLIGENCE OF THOSE PERSONS RELEASED FROM LIABILITY ABOVE, WITH THE EXCEPTION OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THE TERMS OF THE AGREEMENT ARE CONTRACTUAL AND NOT A MERE RECITAL, AND SIGN IT OF MY OWN FREE WILL. I ACKNOWLEDGE THAT THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON THE PARTICIPANT AND MINOR PARTICIPANT.

Date

Participant's Signature

Date

Parent/Guardian of Minor Participant's Signature

Print Participant's Name

Print Parent/Guardian's Name



Outdoor Adventure 2024 Medical Release Form

Student's Name: _____

Parent(s)/Guardian: _____ Emergency Phone: _____

Allergies: _____

Medical Conditions: _____

Prescription Medications: _____

Physician Name: _____ Physician Phone: _____

Insurance Company: _____

Insurance Company Phone: _____ Policy # _____

Group # _____

I hereby give my permission for _____ to attend and participate in First Baptist Church's Outdoor Adventure, May 24-26, 2024 in Tennessee. We do hereby release, waive and discharge any and all liability whatsoever past, present or future, rising from any injury or damages whatsoever to my child or cause of action accruing or occurring to my child for any injury, damages or claim which occur or accrue during this trip. Further, we do agree that First Baptist Church may secure medical attention for health care for my child when in the opinion of the responsible church officials, such attention or care is desirable or necessary .

Signature of Parent/Guardian: _____ Date: _____

Notary Public: _____ My commission expires: _____

ADVENTURE OCOEE ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY
(this "Agreement")

**LODGING
WAIVER.**
Print separately
from other 2
waivers

In consideration of Adventure Ocoee LLC., Ocoee Retreat Center & Camps, Inc and ORC Properties, LLC (collectively "Adventure Ocoee" or "AO") furnishing services, premises and/or equipment to enable me to participate in the following kinds of activities: ropes courses, challenge courses, paintball, swimming and other water-based recreational activities, and any other activities offered by or through Adventure Ocoee, and whether or not located on any property owned or leased by Adventure Ocoee (collectively, the "Activities"), I, the undersigned hereby:

1. Acknowledge and agree that the Activities entail both known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me, my property, or third parties. I understand such risks cannot be eliminated without jeopardizing the essential qualities of each of the Activities. In addition, I acknowledge and agree that any use of any Adventure Ocoee equipment, facilities or property that is not expressly authorized by Adventure Ocoee staff will be considered an "Unauthorized Use" and is strictly prohibited.
2. Acknowledge and agree that all Activities are based on the "challenge by choice" principle and expressly understand I do not have to participate in any activity. I will withdraw from participation in any of the Activities which I deem to exceed my physical capabilities, skill level and/or comfort level. The Activities create an inherent risk for injuries such as, but by no means limited to: slips, falls, free falling, heat stroke, heart attack, seizure, blindness, fractures, rope burn, drowning, pinches, scrapes, twists, jolts, strains, scratches, bruises, sprains, lacerations, fractures, concussions, stings, allergies, diseases, infection and other injury. I understand participating in a group activity subjects me to the conduct of other individuals and I may be exposed to the negligent acts and behavior of other persons and activity participants.
3. Expressly agree and promise to accept and assume all of the risks inherent in any of the Activities in which I participate. My participation in each of the Activities is purely voluntary, and I elect to participate fully aware of the risks I am assuming.
4. To the fullest extent permitted by law, agree to indemnify, hold harmless and defend Adventure Ocoee, its shareholders, affiliates, agents, directors, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as the "AO Parties") from and against any and all claims, losses, damages, expenses and other liabilities (including, but not limited to, court costs and attorney's fees) arising out of or resulting in whole or in part from my participation in the Activities or any Unauthorized Use. I for myself and anyone entitled to act on my behalf, including, but not limited to my heirs and successors, hereby RELEASE, WAIVE AND FOREVER DISCHARGE the AO Parties from any and all claims, losses, damages, expenses and other liabilities of any kind arising out of my participation in the Activities or any Unauthorized Use even if such claims, losses, damages, expenses and other liabilities arise out of negligence or carelessness on the part of any or all of the of the AO Parties or any other participants.
5. Understand that Adventure Ocoee does not provide medical insurance to participants in any Activities, and that I am solely responsible for any medical, health or personal injury costs related to my participation in any Activities or in connection with any Unauthorized Use. I further understand and agree that I assume the risk of any medical or physical conditions I may have and I will make said medical or physical conditions known to Adventure Ocoee upon arrival on premises that may affect my ability to safely participate in any of the Activities. If a medical emergency involving me occurs during any of the Activities or as a result of any Unauthorized Use, I understand that Adventure Ocoee will attempt to contact my emergency contact listed below. If that person cannot be reached or time does not permit, I hereby give permission to Adventure Ocoee to contact emergency services for help, and give permission to a licensed physician or other licensed medical provider to provide proper treatment, including but not limited to hospitalization, injection, anesthesia and/or surgery. I hereby RELEASE, WAIVE AND FOREVER DISCHARGE the AO Parties from any and all claims, liabilities, causes of action, damages, demands, judgments, executions, liens and costs whatsoever in law or equity, including, without limitation, liability for death or bodily injuries to any person or damage to any property resulting from any (i) claims made against medical

providers of emergency services under this authorization, or (ii) claims made against the AO Parties for obtaining emergency medical services for me pursuant to this authorization and waiver. Adventure Ocoee strongly advises that all participants have adequate medical insurance coverage before participating in any Activities.

6. Grant and convey to the AO Parties all right, title and interest I may have in any and all photographs, motion pictures, video recordings, and any other recordings made during or about any of the Activities, and the AO Parties shall have the right to exploit such recordings throughout the universe, an unlimited number of times, in perpetuity by any and all means and media, now known or hereafter invented.

Participants of Adventure Ocoee programs are often encouraged to participate in activities, events, races and other group challenge activities which are run by independent third parties that are not affiliated with Ocoee Retreat Center (the "Other Activities"). Adventure Ocoee assumes no responsibility for any such Other Activities and you agree that participation in such Other Activities will be entirely at your own risk, and that you will indemnify, hold harmless and defend the AO Parties from and against any and all claims, losses, damages, expenses and other liabilities (including, but not limited to, court costs and attorney's fees) arising out of or resulting in whole or in part from your participation in Other Activities.

This Waiver and Release shall be governed in accordance with the substantive and procedural laws of the State of Tennessee without regard to its conflicts of law provisions. All disputes arising hereunder shall be brought in the state courts having jurisdiction in Hamilton County, Tennessee and I hereby consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to me.

If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

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

Participant Signature: _____
 Print Name: _____
 Address: _____
 Phone: _____
 Emergency Contact Name: _____
 Emergency Contact Phone: _____
 Group Name _____ Date _____

TO BE COMPLETED IF PARTICIPANT IS A MINOR (UNDER 18)

Consent and Release on Behalf of Minor by Parent/Legal Guardian

I am the parent or legal guardian of the above named minor. I have read and understand this Agreement in its entirety and understand that it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of the Agreement. I also give my consent to the participation in the Activities of the minor.

PRINTED NAME: _____

SIGNATURE: _____ DATE: _____

