

Kanuga Conferences, Inc.
Release and Waiver of Liability and Assumption of Risk Agreement
(Adult Release)

In consideration of Kanuga Conferences, Inc., a North Carolina non-profit corporation, its agents, officers, directors, assigns, contractors and/or employees (collectively, "Kanuga"), providing access to and equipment and services related to a variety of outdoor and water recreational activities, I agree as follows:

I _____ (PRINT YOUR FULL LEGAL NAME), the undersigned, being an adult (age 18 or older), intend to participate solely in the activities permitted by my Kanuga Trails Conservancy membership.

I understand and acknowledge that (a) there are inherent risks, dangers and hazards in my participation in any of the Activities; (b) my participation in any of the Activities may result in injury, illness or loss, including, without limitation, disease, bodily injury, strains, fractures, partial or total paralysis, disability, or death; and (c) these risks may be caused by the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature, or unforeseeable risks. (___) Initial

I hereby assume all risks and all responsibility for any losses and/or damages in any way relating to my participation in the Activities. (___) Initial

I understand and acknowledge that participation in the Activities requires that the participant be of good physical condition, and I hereby advise that I am in good physical condition and able to participate in the Activities. (___) Initial

I hereby waive, release, and discharge Kanuga from each and every claim whatsoever relating to my participation in any of the Activities, except for any claims that are the direct result of the active negligence of Kanuga. (___) Initial

I understand and agree that (a) the sole proper venue for any dispute in which Kanuga is a party and that may arise out of this Agreement, or otherwise relate to my participation in any of the Activities, shall be Henderson County, North Carolina; (b) the dispute shall be decided, at the sole option of Kanuga, by litigation or arbitration. In the event that Kanuga elects litigation, the venue for any action shall be the Superior Court of Henderson County; (c) this Agreement shall be interpreted pursuant to the laws of the State of North Carolina, which shall be controlling in all respects and at all times.

I HAVE CAREFULLY READ AND UNDERSTAND THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. BY SIGNING IT I AGREE TO RELEASE AND DISCHARGE KANUGA FROM ANY AND ALL LIABILITY FOR CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY, SPECIAL DAMAGES, INDIRECT DAMAGES, AND WRONGFUL DEATH RELATING TO MY PARTICIPATION IN ANY OF THE ACTIVITIES, EXCEPT FOR ANY CLAIMS THAT ARE THE DIRECT RESULT OF THE ACTIVE NEGLIGENCE OF KANUGA.

Participant Name (print)

Program Date(s)

Participant Signature

Date