

Appalachian Underground LLC

ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT

Assumption of Risk: I understand and accept that caving exposes me to many hazards and participating in a cave trip entails unavoidable risk of death, personal injury and loss of or damage to property. I also understand I should be in good physical health to participate in a caving trip. I choose to participate in this trip in spite of these risks and hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of my participation in such a trip. I fully understand that I will be traveling at my own risk.

Waiver And Release: In consideration of Appalachian Underground furnishing services to enable me to make this caving trip, I specifically release and forever discharge Appalachian Underground LLC and its officers, agents, and employees from any and all liability or claims for any injury, illness, death or loss of or damage to property which I may suffer while participating in this caving trip. This release and discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of Appalachian Underground LLC or its officers, agents, or employees. It is my intent by the Waiver and Release to release Appalachian Underground LLC and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of Appalachian Underground LLC or whether based upon breach of contract, breach of warranty, or any other legal theory. In signing this document, I fully recognize that if injury, illness, death or damage occurs to me while I am engaged in this caving trip, I will have no right to make a claim or file a lawsuit against Appalachian Underground LLC or its officers, agents or employees, even if they or any of them negligently cause my injury, illness, death or damage.

I understand that I and anyone for whom I sign as a parent or guardian must be the required age for Caving trips.

I understand that Appalachian Underground LLC encourages guests to have their own medical insurance.

I hereby grant Appalachian Underground LLC the right to take and utilize photographs of me participating in these activities for the purpose of promotion and advertising.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THIS IS AN ASSUMPTION OF RISK, WAIVER AND A RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY. I ALSO UNDERSTAND THAT I SHOULD NOT AND MAY NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.

Date: ____/____/____ Please check if you are age 18 or older

Participant's Signature _____

Printed Name (must be legible) _____

Street Address _____

City / State / Zip Code _____

IF PARTICIPANT IS UNDER 18, PLEASE FILL OUT THE FOLLOWING:

Parent or Guardian Signature _____ Participant's Age ____