

Etowah Adventure Company, LLC  
Release and Waiver of Liability

I acknowledge that participation in any activities and/or services associated with, or provided by, Etowah Adventure Company, LLC, Scott Dempsey, and/or Christopher Lake, including, but not limited to, swimming, kayaking, canoeing, and/or tubing are physically and mentally demanding and carry with them the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by fluctuating water levels, natural conditions, water current, terrain, temperature, weather, condition of the participant(s), equipment, actions of other person(s), including but not limited to participant(s), employee(s), guide(s), boater(s), group leader(s), and/or host(s) of any group outings or events. These risks are not only inherent to participants, but are also present for volunteers, employees, and guides. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activities and/or services. In consideration of my participation in activities and/or services associated with Etowah Adventure Company, LLC, Scott Dempsey, and/or Christopher Lake, and, despite all known and unknown risks, I hereby expressly assume all risks associated with participation in the activities and/or services offered by Etowah Adventure Company, LLC, Scott Dempsey, and/or Christopher Lake and voluntarily remise, release, acquit, and satisfy and forever discharge Etowah Adventure Company, LLC, Scott Dempsey, and/or Christopher Lake, and their affiliates, directors, officers, members, employees, volunteers, representatives, and agents, and agree to hold each and all of them harmless for and from any and all manner of action(s) for any and all action(s) and/or omission(s). I certify that I am physically and mentally fit for these activities and that I have not been advised otherwise. Further, I hereby, for myself, my executors, administrators, heirs, next of kin, successors, and assigns: (A) Waive, release and discharge from any and all liability for my death, disability, personal injury, property damage, property theft, loss, or actions of any kind which may hereafter accrue to me, Etowah Adventure Company, LLC, Scott Dempsey, and/or Christopher Lake and their affiliates, directors, officers, members, employees, volunteers, representatives, and agents. (B) Indemnify and hold harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of my action(s) and/or omission(s) during my participation in any activities and/or services. (C) **Any controversy between the parties hereto involving any claim or dispute arising out of any and all activities and/or services associated with, or provided by Etowah Adventure Company, LLC, Scott Dempsey, and/or Christopher Lake, and their affiliates, directors, officers, members, employees, volunteers, representatives, and agents, shall be submitted to and be settled by final and binding arbitration in Floyd County, Georgia, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.**

**This Release and Waiver of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I hereby certify that I have read the front and back of this document, that I understand the contents, and that I knowingly, freely and voluntarily agree thereto.**

PARTICIPANT'S SIGNATURE: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
PHONE: (Home) \_\_\_\_\_ (Mobile) \_\_\_\_\_  
E-MAIL: \_\_\_\_\_  
EMERGENCY CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

**PARENT OR GUARDIANS FOR MINORS (UNDER 18 YEARS OF AGE)**

The undersigned parent and/or natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

SIGNATURE OF PARENT/GUARDIAN OF MINOR:  
\_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_