

ALL INCLUSIVE CONTRACT & LIABILITY WAIVER & INDEMNIFICATION AGREEMENT

I am aware that during the river, mountain biking trip, associated base camp activities, or other activities such as lodging, camping, kayaking, mud obstacle course, hiking, swimming, horse riding, climbing, zip line tours, caving, ropes course, paint ball, snow tubing, ATV, lake activities, hot tubs, including Aqua-Jump, etc, in which I am participating under the arrangement of American Canadian Expeditions, Ltd., dba ACE Whitewater, aka ACE Adventure Resort (and/or associated companies including but not limited to: Mountain Cove, Inc., Adventure Expeditions, Inc., Riverworks, Inc., Gauley Outdoor Center, Inc., EPIC Escape Game Room, Lost World Caverns, OutsideIn Climbing Gym & Mini Golf, Montgomery Outdoor Adventures, BridgeWalk, New River ATVs, and/or Pipestem Adventures DBA, aka Pipestem Peaks), their agents, employees, associates, and equipment manufacturers, certain substantial risks and dangers may occur, including, but not limited to:

- hazards of traveling on a raft, canoe or kayak in normal,
 - Rough, low, or flooded river conditions,
 - hazards of walking on railroad tracks (trains can be hard to hear in river gorges),
- attacks from wild or domesticated animals,
- hazards of jumping, diving or being thrown into unfamiliar water with submerged hazards, undercut rocks, and manmade hazards,
- hazards of rafts flipping or dumping guests
- hazards of long, cold swims,
- hazards of being pinned under and/or against trees, rocks, rafts or other objects, • contact with paddles, helmets, other guests or guides, food boxes or other containers,
- diseases from contaminated water,
- allergies from cleaning solvents and other chemicals,
- hazards of hiking, biking, horseback or ATV riding in rough terrain,
- disease,
- Covid-19,
- Airborne disease,
- foodborne disease,
- communicable disease,
- disease from 3rd parties,
- disease from other participants,
- disease from other staff,
- risk related to pandemics, epidemics, and endemics
- strains or sprains,
- fractures or punctures,
- partial and/or total paralysis,
- loss or damage to personal property,
- snake bites, insect bites and bee stings, (the above listed companies rarely carry medications),
- illnesses, or injury in remote places without medical facilities,
- failure of or lack of communication equipment,
- failure or lack of safety equipment,
- injuries occurring in rescue operations (rafts may bump other rafts, ropes may cause entanglements, rocks may be slippery),
- cuts and infections
- ejections or collisions from slides or other equipment entrapment in caves,
- falls from man-made and natural cliffs,
- hazards of entering and leaving the raft,
- hazards of loading or unloading people or materials forms,
- hazards from the force of nature,
- falling limbs or trees,
- problems or hazards related to travel by automobile, bus, ATV or other conveyance (vehicle accidents), • problems or hazards related to consumption of alcoholic beverages or drugs by anyone,
- being struck by falling people,
- death,
- accidents,
- drownings, and problems related to near drowning
- entrapment in rafts,
- slippery mud,
- eye injuries including blindness,
- equipment malfunction (paddles may break, rafts may come apart, etc.),
- frostbite or other cold related injuries,
- heat stroke, sunburn,
- briars, thorns, and other poisonous plants
- lightning, hail, and any kind of nature whatsoever
- explosions (gas grills),
- fresh water amoeba infection,
- criminal acts,
- collisions and/or falls from elevated ropes, platforms, steps or other structures or features
- falls from horses and bicycles
- riding bikes not equipped with lights after dark
- swimming without life jacket
- heart attack
- actions of myself, other players, judges, referees, or others

and that these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of the above listed companies, negligence of others, accidents, breaches of contract, the forces of nature or other causes. **These risks and dangers may arise from foreseeable or unforeseeable causes including that a guide may misjudge terrain, weather,**

trail or river route location or water level and may be unaware of your fitness or abilities. Staff may give incomplete warnings or instructions. Decisions by guides or company staff are part of the inherent risk of rafting and of other activities such as those activities listed above in this agreement.

In consideration of and as part payment for the right to participate in such river and land activities and the services, food and alcoholic beverages, if any, arranged for me by the above listed companies, its agents, employees and associates, **I have and do hereby assume all of the above risks, and release, and will hold harmless, the above listed companies, their agents, employees, associates and associated companies, or any other person from any and all liability, actions, causes of action, debts, claims and demands of every kind and nature whatsoever which I now have or which may arise out of or in connection with my trip or participation in any of the base camp or related activity.** I further give permission for use or sale of any photograph or video showing me without further compensation to me. The terms hereof shall serve as a release, contract, indemnification (allowing collection of legal fees from plaintiffs), indemnification by parents or guardians (reimbursement of awards and legal fees in a winning suit brought by the minor or other parent), and assumption of risks for my heirs, executors and administrators and for all members of my family, including, minor's parents, and any minors accompanying me.

I certify that I will not hold the above listed companies, their agents, employees or associated companies responsible for actions of independent or quasi-independent providers of activities which have been arranged for me by, or recommended to me by the afore listed entities. I am participating for enjoyment or thrills and understand that the activities require physical exertion and involve a challenge containing a potential risk of injury or death.

I certify that I will not hold any of the above listed companies, their agents, employees or associated companies responsible for any harm occurring wholly or partially as a result of any existing health problems including, **but not limited to:**

- reactions to bee stings or the constriction of airways due to cold weather or asthma,
- broken bones due to osteoporosis,
- hemophilia,
- heart disease,
- high blood pressure,
- pregnancy, and/or
- loss of stamina or coherency due to diabetes.

If medical evacuation, including ambulance, Hi-railer, and/or helicopter, due to new or existing medical conditions is arranged by the above listed companies, I agree to reimburse the above listed companies for any charges.

I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of the above listed companies.

This is a public area in which only minimal security may be provided; the same precautions against crime should be exercised here as anywhere else.

The venue of any dispute that may arise out of this agreement or otherwise between the parties to which the above listed companies or their agents is a party shall be the Fayette County Circuit or Magistrate Court in Fayetteville, WV. If any portion of this contract and release is found to be invalid, the remainder shall remain in full force.

I HAVE READ THE ABOVE WAIVER AND RELEASE/CONTRACT AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE THE ABOVE LISTED COMPANIES AND EMPLOYEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I RECOGNIZE THAT I AM FREE NOT TO PARTICIPATE IN ANY ACTIVITIES.

PARTICIPANT RESPONSIBILITIES

The West Virginia Whitewater Responsibility Act (WV Code 20-3B-1 through 5) imposes the following duties on participants in whitewater expeditions:

- (a) Participants have a duty to act as would a reasonably prudent person when engaging in recreational activities offered by commercial whitewater guides in this state.
- (b) No participant may:
 - (1) Board upon or embark upon any commercial whitewater expedition when intoxicated or under the influence of non-intoxicating beer, intoxicating beverages or controlled substances; or
 - (2) Fail to advise the trip leader or the trip guide of any known health problems or medical disability and any prescribed medication that may be used in the treatment of such health problems during the course of the commercial whitewater expedition; or
 - (3) Engage in harmful conduct or willfully or negligently engage in any type of conduct which contributes to or causes injury to any person or personal property; or
 - (4) Perform any act which interferes with the safe running and operation of the expedition, including failure to use safety equipment provided by the commercial whitewater outfitter or failure to follow the instructions of the trip leader or trip guide in regard to the safety measures and conduct requested of the participants; or
 - (5) Fail to inform or notify the trip guide or trip leader of any incident or accident involving personal injury or illness experienced during the course of any commercial whitewater expedition. If such injury or illness occurs, the participant shall leave personal identification, including name and address, with the commercial whitewater outfitters' agent or employee.

I understand that the Responsibility Act immunizes the outfitter from tort (legal) actions as long as the industry standard of care is met. (INITIAL) _____

Zip Line Weight Statement

I HAVE BEEN MADE AWARE OF THE ZIP LINE WEIGHT REGULATIONS AND AM STATING I WEIGH WITHIN THE 70-250 LBS REQUIREMENT (100-200 FOR NIGHT ZIP TOUR). (INITIAL) _____

West Virginia Bicycle Riders' Responsibility:

- 1. West Virginia state law requires all bicyclists fifteen years of age and under must wear a helmet. ACE requires that ALL riders wear a helmet.
- 2. Participants are responsible for all issued rental equipment including but not limited to damage to bicycle and its corresponding components and helmets. A credit card or other collateral will be held with rental form to cover any damage expenses.
- 3. The trail map is a general guide only and is not to scale. ACE cannot be held responsible for inaccurate information or the condition of the trails.
- 4. All rented equipment will be returned and checked back in at the specified time. If I fail to return by the specified time, I will be charged for the additional time. After proper return, collateral items will be charged or returned.
- 5. For rental bikes, the ACE Adventure Resort does not provide shuttle service. In the event that I become lost or the bike breaks down while riding and I request a pick up, and if driver & vehicle is available, then I will be responsible for any and all expenses that incur. If I do not return the bike to the Bike Check Out Area, I agree to pay for the replacement cost.

I HAVE BEEN MADE AWARE THAT IT IS REQUIRED OF ME TO WEAR A HELMET AT ALL TIMES WHILE ON A BIKE. (INITIALS) _____

PLEASE FILL OUT ALL OF THE INFORMATION BELOW

FIRST NAME										LAST NAME										Male		Female	
ADDRESS																							
CITY														STATE		ZIP							
HOME PHONE										DATE OF BIRTH										DATE OF PARTICIPATION			
EMAIL ADDRESS												Sign me up for e-newsletter from ACE (circle one)											
												Yes					No						

PERSON WHO'S NAME THE RESERVATION IS UNDER

FIRST NAME										LAST NAME											

EMERGENCY CONTACT INFORMATION - SOMEONE WHO IS NOT ON THE TRIP WITH YOU

FIRST NAME										LAST NAME											
RELATIONSHIP TO YOU										PHONE NUMBER											

I agree that I will notify my trip leader and guides of any health related issues that could affect me or other persons on the trip (ex. Bee stings, allergies, asthma, heart problems, prescribed medications, injuries, etc.) (INITIAL) _____

- I agree to personally inspect my helmet, personal flotation device and paddle for any defects before leaving the base camp.
- The above listed companies do not carry medical insurance.
- This waiver is good from the date of original signature until the end of that same year
- I have read and agree to all the terms in this four (4) page **ALL INCLUSIVE CONTRACT & LIABILITY WAIVER & INDEMNIFICATION AGREEMENT.**

Signature of Participant (All participants, including minors, must sign here.)

We, the parents or legal guardians, hereby certify that we have discussed the risks with our child and our child fully understands and comprehends ALL the risks.

Signature of at least one parent/guardian if participant is less than 18 years of age.
NOTE: Waivers from other organizations cannot be used in place of this waiver.
Group leaders cannot sign in place of parent or guardian, even with written permission.