

RELEASE OF LIABILITY FOR BRIDGE WALK TOUR

PLEASE READ BOTH SIDES OF THIS DOCUMENT CAREFULLY BEFORE SIGNING
THIS RELEASE COMPLETELY RELEASES ANY RIGHT YOU NOW HAVE OR MAY HEREAFTER HAVE TO
RECOVER ANY DAMAGES IN CASE OF ACCIDENT, INJURY, OR DEATH

For and in consideration of Bridge Walk, LLC's agreement to furnish services and/or equipment to enable me to participate in a guided tour beneath the New River Gorge Bridge I,
_____, represent and agree as follows:

Please print.

A. ACKNOWLEDGEMENT OF RISK.

I fully understand and acknowledge that:

- (a) Risks and dangers exist in my use of the equipment and my participation in this outdoor adventure activity;
- (b) My participation in such activities and/or use of such equipment may result in injury or illness, including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death, or other ailments that could cause serious and permanent disability or death.
- (c) These risks and dangers may be caused by my own fault, the fault of other tour participants, Bridge Walk, LLC (including, without limitation, its members, employees, or agents), or the forces of nature. These risks and dangers may arise from foreseeable or unforeseeable causes.
- (d) These risks and dangers may or may not be caused by an event, condition or circumstance beyond the reasonable control of Bridge Walk, LLC, including, without limitation, an act of God, act of a governmental entity, fire, flood, explosion, war or civil insurrection, sabotage, and/or acts of terrorism.
- (e) By voluntarily participating in these activities and/or using equipment provided by Bridge Walk, LLC, **I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Bridge Walk, LLC**, or by any other person as evidenced by my signature below and/or that of my parent or legal guardian.

B. ACCEPTANCE OF RISK AND RESPONSIBILITY.

I, on behalf of myself, my personal representatives and my heirs, executors and administrators, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Bridge Walk, LLC and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of the equipment and/or my participation in the outdoor adventure activities described herein. 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 Bridge Walk, LLC.

C. REFUND

I understand and acknowledge that Bridge Walk, LLC does not give a refund should I not be able to complete the tour.

D. STATEMENT OF PHYSICAL AND MENTAL FITNESS.

I hereby certify and covenant that I have no physical or mental condition, defect or other impairment which may prevent my voluntary participation in this activity. I have listed below any medical concerns that I may have. I fully and freely accept my own responsibility for my own physical and mental condition which may/shall exist immediately prior to/during and subsequent to my participation.

Medical Conditions: _____

I specifically warrant and represent to Bridge Walk, LLC that I have no medical condition which I reasonably believe will impair my ability to safely enjoy the bridge walk tour described herein. I further specifically warrant and represent to Bridge Walk, LLC that I am not under the influence of alcohol, drugs (prescription, legal, illegal, or otherwise) which might impair my ability to safely enjoy the bridge walk tour described herein. I fully understand that in allowing me to participate in the bridge walk tour, Bridge Walk, LLC will rely upon my representations herein and that omitting – intentionally or unintentionally – any material fact may compromise my own safety and that of others.

E. PHOTOGRAPHY/VIDEO RELEASE.

I hereby give Bridge Walk, LLC and those acting on behalf of Bridge Walk, LLC the right and permission to copyright and/or use, reuse and/or publish and republish photographs and video recordings of the bridge walk tour which may include my likeness and give permission for Bridge Walk, LLC to use any such recordings in the course of its business.

F. ACKNOWLEDGEMENT OF THE EFFECT OF THIS AGREEMENT.

I understand and acknowledge that by signing this agreement I have voluntarily, knowingly, and freely waived and given up certain legal rights and/or possible claims which I might otherwise be able to assert against Bridge Walk, LLC, their employees, agents, volunteers, officers or any other person(s) acting on their behalf. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Bridge Walk, LLC or its agents is a party shall be either the Circuit or Magistrate Court of Fayette County, West Virginia. This agreement and any dispute arising from the subject matter of this agreement shall be governed by the laws of the State of West Virginia.

G. ENTIRE AGREEMENT

I understand that this is the entire agreement between me and Bridge Walk, LLC, its employees, agents, volunteers, officers, or any other person(s) acting on their behalf and that it cannot be modified or changed in any way by the representations or statements of any employee, agent, volunteer or officer of Bridge Walk, LLC, or myself, or any other person(s).

I HAVE READ THIS WAIVER AND HEREBY AGREE BY SIGNING IT THAT IT IS MY INTENTION TO EXEMPT AND RELIEVE BRIDGE WALK, LLC FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Signature _____ Date _____

First Name _____ Last Name _____

Address _____ City _____ State _____ Zip _____

Province _____ Country _____ Age ____ Female Male

Telephone Number (____) _____ - _____ E-Mail _____

In case of emergency, please contact _____ at (____) _____ - _____

PARENT OR LEGAL GUARDIAN PERMISSION

I, the parent/legal guardian of _____ (the “minor”), have read and reviewed the above waiver and agree to all terms of the same on behalf of the minor to the same extent as if I were signing on my own behalf. I expressly understand that his/her use of equipment and participation in this bridge walk tour involves a risk and danger of injury, and it is my express desire that the minor participate in this bridge walk tour, risk of injury or death notwithstanding. I give Bridge Walk, LLC., its agents, employees, and associates permission to treat the above minor in case of emergency or accident. I do further represent and warrant to Bridge Walk, LLC that I am the **(circle one)** natural parent / duly appointed legal guardian of the minor child described herein and am in all respects legally authorized to execute this agreement on behalf of the minor.

Parent or Legal Guardian Signature _____ Date _____