

BRIDGE WALK, LLC. WAIVER

Please read carefully! This is a legal document.

In consideration of **Bridge Walk, LLC.** furnishing services and/or equipment to enable me to participate in guided tours on the inspection walkway beneath the New River Gorge Bridge, in Fayetteville, West Virginia, I, _____, agree as follows:

Please print.

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 disability.
- (c) These risks and dangers may be caused by the negligence of the owners, employees, officers, or agents of Bridge Walk, LLC.; the negligence of the participants, the 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.
- (d) These risks and dangers may be caused by violence and/or acts of terrorism.
- (e) I understand that Covid-19, Coronavirus, or any other virus, germs, bacteria, or diseases is an inherent risk and I accept that risk. I will follow the Bridge Walk, LLC. Covid-19 recommendations for participation.
- (f) By my voluntarily participating in these activities and/or use of the equipment, 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.

ACCEPTANCE OF RISK AND RESPONSIBILITY

I, on behalf of myself, my personal representatives and my heirs 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. 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.

I further understand that Bridge Walk, LLC. carries no insurance for participant accidents and/or injuries, and thus, any medical care and treatment is my financial responsibility. If emergency medical care should become necessary, I hereby give consent for emergency medical care and subsequent treatment at an established medical facility.

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 Concerns:

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 republish and republish photographic pictures of me. I do hereby waive any right to inspect and/or approve the finished photograph. The consent is given for any photographs which have been taken, are about to be taken, or will be taken.

ACKNOWLEDGEMENT OF THE EFFECT OF THIS AGREEMENT

I understand and acknowledge that by signing this agreement that I have voluntarily, knowingly, and feely waived and given up certain legal rights and/or possible claims which I might otherwise assert or maintain 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.

ENTIRE AGREEMENT

I understand that this is the entire agreement between me and the Bridge Walk, LLC., their 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 representatives or statements of any employee, agent, volunteer or officer of Bridge Walk, LLC., or myself, or any other person(s).

I HAVE READ THE WAIVER AND BY SIGNING IT AGREE 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** _____

Please print.

First Name _____ **Last Name** _____

Address _____

City _____ **State** _____ **Zip** _____

Providence _____ **Country** _____ **Age** ____ **Female** **Male** **DOB** _____
Month Day Year

Phone _____ **Email** _____

PARENT OR LEGAL GUARDIAN PERMISSION

I, the minor whose signature is below, have read or had my parent or legal guardian to read me the entire release and waiver and photography release. I clearly understand the intent of this agreement and will obey all the rules and regulations while participating in Bridge Walk.

Minor's Signature _____ **Date** _____

I give _____ permission to participate with Bridge Walk, LLC. I give Bridge Walk, LLC., its agents, employees, and associates permission to treat the above minor in case of emergency or accident.

Parent or Legal Guardian Signature _____ **Date** _____