

Participant Release and Liability Form

Please read carefully! This is a legal document that affects your legal rights!



Participation in a Waterfall Keepers Of North Carolina event, hereinafter called "Event," is subject to the terms and conditions of this "Agreement." Consent by you "Participant" to this Agreement shall be an express condition of participation in the Event. This Agreement shall apply to Waterfall Keepers Of North Carolina, its agents, representatives, employees, assistants, volunteers, board members, and all other persons acting on its behalf, hereinafter referred to collectively as "WKNC."

1) Participant acknowledges that participation in the Event may involve activities that could be hazardous, including but not limited to, transportation by automobile and foot travel over rough and adverse terrain. Participant acknowledges that there are risks and dangers beyond the control of WKNC, including but not limited to forces of nature, wild animals, poisonous plants, mechanical breakdown, adverse weather conditions, cold and heat exposure, acts of negligence by others, and terrorism. Participant acknowledges that waterfalls present certain safety issues that may not apply to other situations. Participant agrees not to climb waterfalls or the banks beside waterfalls, will not enter swift or deep water, and will not climb on rocks that could present a risk of injury if Participant falls.

2) Participant acknowledges that emergency rescue assistance and medical facilities may not be readily available during all or part of the Event. WKNC is not trained in medical practice or emergency rescue and assumes no liability for medical care or assistance. Participant agrees to be financially responsible for any and all medical treatment and costs resulting from or related to participation in the Event.

3) Participant is responsible for bringing and wearing appropriate clothing and footwear. Participant will be expected to conduct themselves in a manner that is safe and considerate of fellow participants. Participant agrees to abide by all rules and guidance provided by WKNC during the event. WKNC reserves the right to exclude Participant from any activity during the Event if WKNC feels that Participant is not acting appropriately or if WKNC thinks Participant is not able to participate safely.

4) Participant agrees to defend, indemnify and hold harmless WKNC from and against any and all claims, suits, costs and expenses (including legal fees and expenses), arising in any way out of or related to Participant's participation in the Event. Participant expressly and voluntarily assumes all risk and responsibility during the Event and releases WKNC from any and all claims, liability, demands, causes of action, injuries and/or damages arising in any way from Participant's participation, including without limitation, death, personal injury, property damage, and any other loss or liability.

I (Participant) have read this Release and Waiver of Liability Agreement carefully and I fully understand its terms and conditions. I understand that I am waiving substantial rights by signing the Agreement. I agree to the above terms and conditions freely and voluntarily and without any undue inducement, influence, assurance, or guarantees.

Signed _____ Date _____

Print name _____

Print name of minor _____

Print name of parent or legal guardian _____

Signature of parent or legal guardian _____ Date _____