

PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

AND PERMISSION TO USE PHOTOGRAPHY

READ BEFORE SIGNING

Organization Name: _____ Participant Name: _____

In consideration of being allowed to participate in any way in the activities of Smoky Mountain Outdoors Unlimited, Inc., hereinafter, "Company", and/or any of its programs, related events and/or related activities, hereinafter collectively referred to as "Activities", I the undersigned, hereinafter "Participant", acknowledge, appreciate, and agree that:

1. The Activities contain a high degree of risk of injury, including the potential for **permanent paralysis and/or death**.
2. For purposes of this agreement, the "Company and/or its Affiliates" shall include each time mentioned, the Following: the Company, its officers, agents, assigns, employees and others acting on behalf of the Company or its agents, officers, employees or assigns or in concert with the Company or its agents, officers, employees or assigns and all of the Company's sponsors, advertisers and if applicable, owners and lessors of premises upon which the Participant's participation occurs and the owners, officers, employees agents and those acting on behalf of or in concert with the same. Where "and" is used, it shall include all of the aforementioned, where "or" is used, it shall mean any of the aforementioned.
3. Participant **KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS**, both known risks and unknown risks and the Participant, for the Participant and on behalf of Participant's heirs, assigns, personal representatives and next of kin does hereby RELEASE, HOLD HARMLESS and INDEMNIFY the "Company and its Affiliates" from and for any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH Participant may suffer, or any loss or damage to person or property as a result of being involved in the Activities.
4. Participant expressly acknowledges that this agreement applies to the **NEGLIGENT** acts, or failures to act, of the "Company or its Affiliates".
5. Participant expressly acknowledges that Participant assumes all risks of injury that may arise from the **INTENTIONAL OR NEGLIGENT** acts or failures to act of other participants and releases and holds the "Company and its Affiliates" harmless from any liability for the same and indemnifies the "Company and its Affiliates" against any claims of injury in conjunction with the same.
6. Participant hereby releases all other participants from any liability associated with their negligent acts or failures to act and assumes all the risk associated with the same and holds the other participants harmless from any liability associated with the same and indemnifies the "Company and its Affiliates" from any claim of injury arising from acts or failures to act of other participants.
7. Participant shall comply with terms and conditions for participation. If Participant observes any unusual significant hazard during Participant's participation, Participant shall remove himself or herself from further participation and bring such to the attention of the nearest agent, employee or representative of the Company.
8. In the event suit is brought against the "Company or its Affiliates" for any injury sustained by the Participant or for claim of damage sustained by the Participant that is covered by this agreement, and the Court in which the suit is brought determines that such injury or claim is covered by this agreement, Participant shall be responsible for reimbursing the Company and any other person or entity for any and all costs associated with enforcement of this agreement, including, but not limited to Court Costs, Attorney fees and other costs, including all of the same on Appeal.
9. In the event another participant brings suit against the "Company or its Affiliates" for any injury sustained by that participant or for claim of damage sustained by the other participant as a result of the action or inaction of the Participant that is covered by this agreement and the Court in which the suit is filed determines that such injury or claim is covered by this agreement, the Participant shall be required to reimburse the Company and any other person or entity for any and all costs associated with enforcement of this agreement, including, but not limited to Court Costs, Attorney fees and other costs, including all of the same on Appeal.
10. Participant hereby authorizes the "Company or its Affiliates" the express permission to use any photographic images taken of me during my participation, related events and/or activities for purposes of promoting the business affairs, or the "Company or its Affiliates"

I have read this Assumption of Risk, Release of Liability, Assumption of Risk and Permission to use Photography agreement, fully understand its terms, recognize that I have given up substantial rights by executing it and execute it freely and voluntarily in exchange for being allowed to participate in the Activities.

PRINT NAME X _____

Participant's Signature X _____ Age _____ Date _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OR MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to all the terms and conditions of this agreement on the participant's behalf and on my behalf and agree to the releases, hold harmless provisions and indemnification provisions contained above in order that my minor child or minor ward may participate in the Activities.

Parent/Guardian Signature _____ Date _____ Emergency Phone Numbers _____
X _____