



**ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS
AND
RELEASE AND WAIVER OF LIABILITY**
Please Read Thoroughly

WARNING: There are significant elements of risk in any outdoor activity associated with natural settings, including but not limited to rock climbing, hiking, biking, whitewater rafting, horseback riding, fishing and the presence or use of animals, bikes, rafts and the use of any related equipment (referred to herein as “activity”). Although we at Christ in the Smokies have taken reasonable steps to provide you with appropriate equipment and/or skilled guides so you can enjoy an activity for which you may not be skilled, we wish to remind you this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be cause of loss or damage to your equipment, accidental injury, illness, or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

ACKNOWLEDGEMENT OF RISKS

I acknowledge that the following describes some, but not all, of the inherent risks associated with activity provided by Christ in the Smokies, Inc.:

1) Falling; 2) Cold weather and heat related injuries and illnesses including frostbite, heat exhaustion, heat stroke, hypothermia, and dehydration; 3) An “act of nature” which may include avalanche, rock fall, inclement weather, thunder and lightning, sever and/or varied wind, temperature or weather conditions; 4) Risk associated with crossing, climbing or down-climbing of rock, snow and/or ice; 5) Equipment failure and/or operator error; 6) Risks typically associated with watercraft including change in water flow or current; submerged, semi-submerged and overhanging objects; capsizing, swamping or sinking of watercraft and resultant injury, hypothermia, or drowning; 7) Impairment of my sense of balance, physical coordination, and ability to follow instructions; 8) Attack by or encounter with insects, reptiles, or animals; 9) Varied water and diet source; 10) Risk associated with mountain bike riding; 11) Accidents or illnesses occurring in remote places where there are no readily available medical facilities; 12) Fatigue, chill and/or dizziness, which may diminish your reaction time and increase the risk of accident; and (13) Risk associated with travel to and from an activity.

I understand the above description of possible risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

(Continued)

ASSUMPTION OF RISKS AND RESPONSIBILITY

Recognizing the inherent risks of the activity that I, and any minor children for which I am responsible for, will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity and using the equipment. I/We participate willingly and voluntarily. I assume and accept full responsibility for myself, including all minor children in my care, for bodily injury, illness, death, loss of personal property and any expenses as a result of the inherent risks and dangers of participating in the activity.

I acknowledge that wearing an approved helmet while rock climbing and mountain biking is a basic safety precaution and may help prevent serious head injuries. I further acknowledge that wearing a USCG approved personal flotation device for waterborne activities is a basic safety precaution.

I recognize that Christ in the Smokies, Inc. will operate in good faith, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems; and/or refuse or terminate the participation in an activity of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/ or other participants.

I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

WAIVER AND RELEASE OF LIABILITY

In considerations of the services provided to me by Christ in the Smokies, Inc., a Colorado non-profit corporation, I, for myself and any minor children for whom I am parent, guardian or otherwise responsible, do hereby agree to release from liability and save and hold harmless Christ in the Smokies, Inc., its directors, officers, agents, employees and volunteers, and each and every land owner upon whose property an activity is conducted from all liability arising from any cause whatsoever and waive any claim for damages by me, my family, estate, heirs or assigns.

I further state that I am of lawful age and legally competent to sign this acknowledgement, assumption and release and understand that the terms are contractual and not mere recitals. I have fully informed myself of the contents of this acknowledgement, assumption and release by reading it before I signed it and understand the future rights I am giving up by signing this document.

I agree to inform Christ in the Smokies, Inc. of any allergies, medications or medical conditions that may in any way affect my ability to perform any activity that I am likely to engage in.

Print Father's Name Father's Signature Date

Print Son's Name Son's Signature Date

If son is a minor, father please sign again below giving permission for son to participate in program.

Print Father's Name Father's Signature Date

Allergies, Medications or Medical Conditions: _____
