

Torrent Falls Access Liability Waiver

Participant Agreement, Release and acknowledgment of Risk

In consideration of the services of Torrent Falls LLC, Robert B. Matheny, Jr. and Rema Kaye Martin and all entities acting in any capacity on their behalf, I hereby agree to release and discharge said individuals from any liability for injury or harm to my person or property on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that Rock Climbing, hiking and all other outdoor activities entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of these activities.

The risks include, among other things:

- The hazards of walking on uneven terrain or trails;
- Being struck by rock fall, tree fall, or other objects dislodged or thrown from above;
- The use of safety ropes and equipment, including equipment failure;
- The risks of falling while climbing or hiking;
- The risks of exposure to poison ivy, or exposure to insect bites or bee stings, or other injuries inflicted by animals, insects, reptiles, or plants;
- The potential for human error, by guides or others, which causes any safety system to fail;
- My own physical condition and the physical exertion associated with this activity.

2. I expressly agree and promise to accept and assume all of the risks and liability existing in these activities. My participation in these activities are purely voluntary, and I elect to participate in spite of the risks

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Torrent Falls LLC, Robert B. Matheny, Jr., Rema Kaye Martin and all entities acting on their behalf from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities or my use of the Torrent Falls Property, equipment or facilities, including any such Claims which allege negligent acts or omissions of Robert B. Matheny, Jr. or Rema Kaye Martin.

4. Should Torrent Falls LLC, Robert B. Matheny, Jr., Rema Kaye Martin or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in these activities, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions that could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.

6. All questions as to the execution, validity, construction, interpretation, and performance of this waiver and any of its terms shall be governed by the laws of the Commonwealth of Kentucky. In the event that I, my heirs and assigns, personal representative or my estate files any lawsuit, action or proceeding against Torrent Falls LLC and/or Robert B. Matheny, Jr. or Rema Kaye Martin I agree that it can only be brought, or entered by, the courts in the Commonwealth of Kentucky, situated in Wolfe County. I further agree that waiver shall apply in that action without regard to the conflict of law rules of that state.

7. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit, action or proceeding against Torrent Falls LLC, Robert B. Matheny, Jr. or Rema Kaye Martin on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms as well as the property use rules of Torrent Falls.

Signature of Participant: _____ Date: _____

Print Name: _____ Phone: _____

Address: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of = 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by Torrent Falls LLC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Torrent Falls LLC, Robert B. Matheny, Jr. and Rema Kaye Martin from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use of participation by Minor.

Signature of Parent or Guardian: _____ Date: _____

Print Guardian Name: _____