2027 WINTER ADVENTURE WEEKEND
LIABILITY WAIVER, ASSUMPTION OF RISKS, RELEASE AND INDEMNIFICATION AGREEMENT

Attention: By signing this document, you will waive certain legal rights. Please read carefully.

WARNING

Winter Adventure Weekend provides opportunities for adventure recreation and environmental education. The event includes high lines, zip lines, recreational tree climbing, rappelling, ascending on rope, canoeing, cave tours and caving, rock climbing, nature hikes, and other related activities. High lines and zip lines are cable/rope traverses using harnesses and associated hardware.

Most activities during the Winter Adventure Weekend are designed for use by participants of average mobility and strength and who are in reasonably good health. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, pregnancy, arthritis, tendonitis, or other joint and muscular-skeletal problems may impair the safety and well-being of participants, as may other medical, physical, psychological and psychiatric problems. Participants with underlying medical problems that put themselves at greater risk of injury or illness during these activities must personally consider those risks before choosing to participate.

There are significant elements of risk in any sport, or activity associated with adventure, a cave and the outdoors. Certain risks cannot be eliminated without destroying the unique character and natural beauty of the land and the adventurous nature of the activities. This event occurs during winter weather in Kentucky. While Kentucky winter low temperatures average around 23 degrees, the weather is unpredictable and could bring about all ranges of weather conditions. Expect mud, snow and ice, and inhospitable weather conditions. The same elements that contribute to the unique character of the activity can be causes of loss or damage to your equipment, or 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 think it is important for you to know in advance what to expect and to be informed of the inherent risks.

ACKNOWLEDGMENT OF RISKS

I acknowledge that the following describes some, but not all risks:

1. Hiking/Walking. Nearly all activities during this event will require outdoor walking in natural, winter conditions. Whether or not walking or hiking is a scheduled activity for the individual participant, some amount of walking or hiking will be required to get to and from each individual activity. Hilly and mountainous areas used for hiking and other activities will have areas and slopes which in their natural state may have dangerous obstacles and hazards that could be hidden or covered by debris such as tree limbs, leaves, rocks, ice and snow. Some of these obstacles and hazards often include steep cliffs, tree wells, tree stumps, flowing and standing water, ravines, rocky terrain, rocks, boulders, forest deadfall, holes and depressions, varying and difficult snow, ice, icy or other climbing conditions, and potentially dangerous man-made obstacles and hazards such as fences, steps and other structures. Some hikes may occur in darkness. Potentially harmful plants such as poison ivy may exist, even if leaves are absent. Wild animals and insects may sting or bite. Farm equipment, farm animals, dogs, vehicles, and vegetation may exist and be hidden on ingress and egress to and from the activity. The areas used for hiking may not have been traveled recently and are not regularly patrolled or examined. Because of forested areas, wild and rugged terrain or bad weather, hikers may become lost or separated from their guides or companions.

2. Adventure Activities, Cave Tours, and Caving– In addition to risks associated with natural and other winter and outdoor conditions as described above and below, there will be specific risks associated with rappelling, ascending, zip line riding, high line riding, tree climbing, cave tours and caving. These activities may involve serious dangers and risks, some of which include: a) slips, trips, or falls due to breaking tree limbs, loose debris, wet/icy/muddy surface areas on the ground, rocks and on trees; b) slips, trips, or falls, due to pits, boulders, loose debris, inclines, declines, mud, and wet areas in a cave c) risks associated with crossing and climbing; d) hit by falling objects – which may frequently occur near any activity that is higher than a human being, particularly in caves, near steep rock and forested terrain, and near ascending and rappelling activities; g) the risk of head injury by slipping and falling, tripping, failure to wear a helmet, and banging head on rock protrusions or the cave ceiling; h) falling – which can occur during any activity that requires movement at any height but particularly when in a cave and near cliffs, rappelling and ascending areas and areas of vertical exposure; i) misuse of equipment or failure of equipment; j) lack of proper physical strength, coordination, balance and ability to follow and give directions; k) fatigue, chill, hypothermia, vertigo, and dizziness; l) abrasion, pinching, entanglement with ropes or equipment; m) inadequate equipment and lack of training; n) non-level ground and walking surfaces such as breakdown, mud, cave formations, water, gravel, and rocks which may cause falls, twisted ankles, and other bodily injury; o) the complicated labyrinth of passages in a cave which may cause members of group to become disoriented or get lost; p) flooding and high water levels which can cause drowning, hypothermia, and other illness and injuries; q) darkness, lack of artificial light, failed light; r) trash, man-made debris and other materials which may accumulate; n) the presence or absence of good, breathable oxygen; s) farm equipment, farm animals, dogs, vehicles, vegetation which may exist and be hidden on ingress and egress to and from the cave; t) the inherent risks associated with wading and swimming in a dark cave; and u) wild animals which exist in nature and which may use the cave's entrance or the cave itself for a habitat.

3. Canoeing & Kayaking – risks of canoeing & kayaking including but are not limited to: drowning, hypothermia (chill leading to lowered body temperature), leg entrapment, head injuries, exhaustion, dehydration, insect bites, windburn, fog, and other hazards particular to the river.

I understand that the description of these conditions and risks is not complete and that other unknown or unanticipated risks may result in injury, illness, or death. Injuries may be a natural consequence of the activity undertaken, as a result of the environmental hazards (including terrain and weather), a result of errors in judgment and other negligence of staff or participants. In all cases, these inherent and other risks, whether or not described herein, must be accepted by those who choose to participate.

I am not pregnant, and I am physically able to safely complete the activities which I plan to participate in during the Winter Adventure Weekend. I am not currently under the influence of alcohol, illegal drugs, impairing legal drugs, or any mental or emotional condition which interferes or impairs my ability to understand this document and participate. I am aware that impairing drugs, alcohol and smoking are not permitted during any activities of the Winter Adventure Weekend.

In recognition of the inherent risks of the activity which I, and/or any minor child for which I am responsible, will engage in, I confirm that I am (we are, the minor is) physically and mentally capable of participating in the activities herein. I am aware of the risks associated with caves and cave exploration and with utilizing equipment for climbing and repelling in a cave and understand the technical aspects of these activities. I am aware of the risks, dangers and hazards associated with the activities of the Winter Adventure Weekend and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom. I also accept responsibility for any personal or property damage caused by or as a result of my participation in the Winter Adventure Weekend. I/we also assume risk for accidents or injury caused by the negligence of any persons engaging in this activity with me (the minor), including any tour guides, fellow explorers, fellow participants, friends, and the like, whether such negligence is comparative or contributory. I am aware of the risks associated with hiking, canoeing, rappelling, climbing, caving, and doing any activity at heights and understand the technical aspects of these activities.

I/we accept that these activities are inherently dangerous sports. I/we acknowledge that wearing appropriate clothing, footwear, lighting, helmets and equipment are basic safety precautions and that wearing a UIAA approved helmet may help prevent head and/or neck injuries. I understand and accept that it is not the responsibility of Carter Caves State Resort Park, Winter Adventure Weekend organizers, volunteers, trip leaders, and guides to ensure that I/we have/has this equipment and wear(s) it before my (his) participation in the particular activity but my (our) sole responsibility.

I (and on behalf of the minor) assume the risks of personal injury, accidents, illness, including but not limited to sprains, torn muscles and/or ligaments, fracture or broken bones; eye damage, cuts, wounds, scrapes, abrasions, and/or contusions, dehydration, oxygen shortage, hypothermia, head, neck and/or spinal injuries; insect bites or allergic reaction; shock, drowning, paralysis and/or death.

In consideration of the privilege to participate in these activities, I, on my behalf and the behalf of any minor in my charge or for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby agree:

To **WAIVE AND RELEASE, HOLD HARMLESS and INDEMNIFY** any and all claims that I, and where applicable as the Parent or Guardian of a minor participant may have against Carter Caves State Resort Park, Winter Adventure Weekend organizers, Winter Adventure Weekend volunteers and landowners upon whose land I may cross, private owners of caves, and their principals, directors, co-owners, spouses, agents, employees, and volunteers, successors and assigns, and each and every landowner, municipal and/or governmental agency upon whose property such activity is conducted, from all liability for any loss, damage, expense or injury including death that I may suffer resulting either directly or indirectly from either my use of the child's use of the equipment and premises due to any cause whatsoever including negligence, breach of contract, breach of statutory duty or other duty of care including any failure on the part of the organizers, employees, volunteers, landowners, contractors, agents, representatives, directors, officers, successors and assigns to safeguard or protect me from risks, dangers or hazards of the Winter Adventure Weekend or any feature or operation of Winter Adventure Weekend.

I am the parent or authorized guardian of the minor child(ren) listed below. I have discussed the terms of the above Agreement with the child and the child understands the agreement and has freely accepted its terms. I give and have the authority to give the child permission to participate in the Winter Adventure Weekend. I fully

waive, release, hold harmless and indemnify the within parties from any claim which I may have, and to the fullest extent allow by law, to release, waive, hold harmless and indemnify such persons on behalf of the children for any claim the child(ren) may have.

I also agree to assign to the Carter Caves SRP Winter Adventure Weekend/Kentucky Department of Parks, or its assigns, the rights to use my voice, video, or other photographic images of me and the child(ren) without restriction and do hereby waive all rights to compensation for same.

YOU MUST PRINT & SIGN YOUR NAME BELOW & HAVE SOMEONE WITNESS THE SIGNATURE IN ORDER TO PARTICIPATE IN THE WINTER ADVENTURE WEEKEND

ADULT PARTICIPANTS MUST PRINT NAME / PROVIDE SIGNATURE BELOW

ADULT WAW PARTICIPANT - PRINT NAME **ADULT WAW PARTICIPANT – SIGNATURE**

PARENT / LEGAL GUARDIAN SIGNATURE REQUIRED FOR PARTICIPATING MINORS / CHILDREN

PARENT / LEGAL GUARDIAN - PRINT NAME
(IF WAW PARTICIPANT IS A MINOR)

PARENT / LEGAL GUARDIAN - SIGNATURE
(IF WAW PARTICIPANT IS A MINOR)

PHONE (If not accompanying minor)

List name(s) of minors covered by the above agreement -- *print neatly*

1._____ Age: _____ Relationship: _____

2._____ Age: _____ Relationship: _____

3._____ Age: _____ Relationship: _____

4._____ Age: _____ Relationship: _____

WAIVER / AGREEMENT MUST BE WITNESSED

WITNESS - SIGNATURE **PHONE** **DATE**

ADDRESS

EMERGENCY CONTACT INFORMATION MUST BE PROVIDED

Name: **Ph. #:** **Relationship:**