

NATURAL BRIDGE CAVERNS, INC. PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

In consideration of the services of Natural Bridge Caverns, Inc., its agents, owners, officers, directors, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "N.B.C."), I agree to release and discharge N.B.C., on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that climbing on an artificial climbing wall and/or riding a zip line entails 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 simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, but are not limited to: falling off the wall; falling while ascending or descending the tower stairs; falling off the zip line platform; falling off the zip line; falling off the zip line dismount ladder; loose and/or damaged artificial holds; supplied equipment failure; falling to the ground, on other users, or being fallen on by other users; abrasions from the walls, ropes, and ground beneath the wall; splinters from the wall; equipment failure; belay and/or belayer failure; weather conditions, including, but not limited to heat-related injuries, lightning strikes, and high winds; climbing out of control or beyond one's personal limits; the negligence of other climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or over training; head injuries; heart and/or respiratory problems resulting from strenuous activity and/or physical and mental excitement; or my own negligence.

Furthermore, N.B.C. employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. **I VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS N.B.C. FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION, WHICH ARE IN ANY WAY CONNECTED WITH MY PARTICIPATION IN THIS ACTIVITY OR MY USE OF N.B.C.'S EQUIPMENT OR FACILITIES, INCLUDING ANY SUCH CLAIMS WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS OF N.B.C.**
4. Should N.B.C. 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, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against N.B.C., I agree to do so solely in the state of Texas, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

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 against N.B.C. 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.

Signature of Participant: _____

Print Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Date of Birth: _____ Phone: _____ Date: _____

**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 N.B.C. to participate in its activities and to use its equipment and facilities. I further agree to indemnify and hold harmless N.B.C. from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____

Print Name: _____ Date: _____