



## ASSUMPTION OF RISK RELEASE AND WAIVER OF LIABILITY GEORGIA MOUNTAIN COASTER 8409 S Main St, Helen, GA 30545

### Alpine Coaster Participant Agreement Including Assumption of Risks and Agreement of Release and Indemnification

This form must be read, understood, and signed by all Participants, adults and minors (persons under the age of 18) and by a parent or guardian (referred to from this point on as Parent for a minor Participant. Parents sign for himself or herself and on behalf of the minor child. No applicant may participate on the Coaster unless these signatures are provided.

In consideration of being allowed to participate in the Activities and the services of dba Georgia Mountain Coaster Company, Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, (hereinafter collectively referred to as Georgia Mountain Coaster), I hereby agree to release, indemnify, and discharge Georgia Mountain Coaster, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives, estate, and insurers as set forth herein.

**Description of Activities:** As used in this agreement, the term “Activities” shall mean and include the Mountain Coaster and any activity or equipment used at the Georgia Mountain Coaster facility. Georgia Mountain Coaster provides opportunities for adventure and recreation. Alpine Coasters utilize elevated steel tracks with carts that sit on the steel tracks. Participants ride in the carts with automobile style seatbelts to secure them. Participants start at the bottom of the hill, and are helped to load in the cart by staff. The cart is then pulled up the hill on the track by way of a bull wheel and steel cable assembly. Once at the top of the hill, the Participants ride down the hill on the track. The carts can move very quickly down the hill, but the participant can brake more manually if they want to slow down. Once at the end of the track, an employee will have the Participant release their seatbelt and exit the cart. The Participant shall never release their seatbelt unless an employee tells them to do so.

**Medical Conditions:** The Activities are designed for use by participants of average mobility and strength who are in reasonably good health. **Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, pregnancy, arthritis, prior head, neck or back injuries or other joint and muscular-skeletal problems may impair the safety and well-being of participants on the track; as may other medical, physical, psychological and psychiatric problems.** All such conditions may increase the inherent risks of the experience and cause the participant to be a danger to themselves or others. Participants with underlying medical problems that put them at greater risk of injury or illness during the use of the Activities must carefully consider those risks before choosing to participate, and they must fully inform Georgia Mountain coaster, in writing, prior to participating in the Activities. Georgia Mountain Coaster reserves the right to exclude any applicant from participation, for medical, safety, or other reasons. It is advised that you bring a backpack or fanny-pack to include any medications/supplies you may need during your participation in the Activities (e.g. EpiPen, Asthma inhaler, sunscreen, insect repellent, etc.).

**Inherent and Other Risks:** Serious injuries are uncommon in the Activities offered, but the risk of injury or death certainly exists including, but not limited to those by reasons of contact with fixed objects, contact with other participants, falls, moving about or being transported on the grounds on which the Activities are initiated and conducted. A number of risks are inherent to the Activities. These are risks that cannot be eliminated without changing the essential nature, educational and other values of the Activities. The emotional risks include, but are not limited to unwelcome or inadvertent touching, simple hurt feelings to panic, and psychological trauma (such as fear of heights). The physical risks include injuries which include, but are not limited to scratches, lacerations, fractures, sprains, concussions, neurological damage, paralysis, amputations, head, neck, or back injuries, and in extraordinary cases, even death. The property on which the Activities are located includes hilly, rocky, and wooded terrain, and ravines with potentially harmful plants, insects, snakes, and animals which could create hazards such as bites, stings, allergies, and associated diseases. Injuries may be a natural consequence of the Activities undertaken, as a result of the environmental hazards (including terrain and weather), a result of errors in judgment or other negligence of Georgia Mountain Coaster or participants, or otherwise, and other risks which may not be inherent, whether or not described above must be accepted by those who choose to participate. Other hazards include but not limited to falling, tripping, jarring, uneven or slippery ground, or stepping on sharp objects.

*In consideration of gaining access to the Activities which I and my family have contracted for with Georgia Mountain Coaster, I (we) the undersigned Participant(s) and the Parent or Guardian of a minor Participant (for himself or herself and on behalf of the minor participant), agree as follows:*

### Initial Each Item Below

\_\_\_\_\_|\_\_\_\_\_. I understand the nature of the Activities that I will engage in as described above. I understand there are risks of injury and death associated with these Activities. I acknowledge and voluntarily assume the risks of illness, injury, and death associated with these Activities, inherent, unanticipated and otherwise, and whether or not described above, including those which may result from the negligent acts or omissions of other participants or Georgia Mountain Coaster.

\_\_\_\_\_|\_\_\_\_\_. I accept responsibility for any expenses that may be incurred for any illness or injury that may result from my, or my minor child's, enrollment or participation in the Activities, including the costs of evacuation, hospitalization, and medical treatment and any sums payable to anyone by reason of any injury or loss of life that I may sustain through my participation in the Activities.

\_\_\_\_\_|\_\_\_\_\_. I am the parent or guardian of the minor child(ren) whose signature(s) appear on this release form. I have discussed the terms of the Agreement with my child and am assured by my child that he/she understands the Agreement and has freely accepted its terms. I give my child permission to participate in the Activities. My signature below reflects my agreement to fully release Georgia Mountain Coaster, as provided above, from any claim which I may have, and, to the fullest extent allowed by law, to release such persons on behalf of my child(ren), for any claim the child(ren) may have.

\_\_\_\_\_|\_\_\_\_\_. I do not have any mental, physical or medical conditions which might affect or negatively impact my ability to participate in the Activities or which would likely result in an accident or injury to myself or other participants. I have the skill and physical ability to participate in the Activities and agree and warrant that, if at any time, I think that any part or performance of the Activities is unsafe, I will immediately advise the personnel of Georgia Mountain Coaster and if necessary, I may not be permitted to participate further in the Activities in whole or in part. I further represent and warrant that I have not consumed, and am not under the

influence of, intoxicants, medicine or drugs that could affect my normal mental or physical ability. Georgia Mountain Coaster shall not be liable for refusing participation in the Activities, in its sole discretion, to me for violation of any representation contained herein or any rule of the Rules & Regulations or verbal instruction, and I hold Georgia Mountain Coaster harmless for any and all such claims.

\_\_\_\_\_|\_\_\_\_\_. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Georgia Mountain Coaster from any and all claims, demands, or causes of action, which are in any way connected with my, or my children's, participation in the Activities, including any such claims which allege negligent acts or omissions of Georgia Mountain Coaster. I further acknowledge that if anyone is hurt or property is damaged during my participation in the Activities, I may be found by a court of law to have waived my right to maintain a lawsuit against Georgia Mountain Coaster on the basis of any claim from which I have released them herein.

\_\_\_\_\_|\_\_\_\_\_. I hereby agree that this Assumption of Risk and Release and Waiver of Liability Agreement extends to all acts of negligence by Georgia Mountain Coaster, INCLUDING NEGLIGENT RESCUE OPERATION and is intended to be as broad and inclusive as is permitted by the laws of the State of Georgia in which the Activities are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

\_\_\_\_\_|\_\_\_\_\_. I hereby agree that I have read and understand the rules and regulations regarding my participation in the Activities. I agree to abide by and follow the rules and regulations as written or verbally given by Georgia Mountain Coaster at all times, including the rules that require me to remain seated in the cart, to keep the seatbelt fastened throughout the ride, to operate the brakes in the cart so as to maintain a safe speed and to keep an appropriately safe distance from other carts/participants, and to keep arms and legs inside the cart during operation.

I agree that should any part of this Agreement be judged invalid by a court with proper jurisdiction, that all other parts not so judged shall nevertheless remain valid and in effect. Provider reserves the right to use voice, video, photographic or other images of Participant for future marketing, educational, or other purposes, and Participant (and Parent or Guardian) hereby consent to such use, without compensation. I agree the laws of the State of Georgia shall govern this agreement and that the courts with jurisdiction in White County, Georgia shall have jurisdiction in any dispute that may arise between Participant and Georgia Mountain Coaster.

I have read, fully understood, and hereby agree to the terms of this agreement, voluntarily and with knowledge of the activities and their risks. I acknowledge that this agreement shall be effective and binding upon me, my spouse, my children, my parents, my heirs, assigns, personal representatives, estate and insurers.

***PLEASE PRINT. Leave no lines blank. List each Participant's information individually and sign.***

#### ***Adults***

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Medical Conditions: \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Medical Conditions: \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

#### ***Minors***

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Medical Conditions: \_\_\_\_\_

**Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Medical Conditions: \_\_\_\_\_

**Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_