

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in Twisted Cedars Escape (The "Activity") and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Twisted Cedars Escape, on Porterfield Rd Readyville, Tennessee 37149, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT, DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM, AND DURING THE ACTIVITY.

I agree to indemnify and hold harmless Twisted Cedars against any and all claims, suits, or actions of any kinds whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Twisted Cedars Escape incurs any of these types of expenses, I agree to reimburse Twisted Cedars Escape.

I acknowledge that Twisted Cedars Escape and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Twisted Cedars Escape. .

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic, and actions of others, including but not limited to, participants, volunteers, spectators, and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE TWISTED CEDARS ESCAPE AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST TWISTED CEDARS ESCAPE FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Twisted Cedars Escape, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred because of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs because of my actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

The Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between the two parties of equal bargaining strength. Both the participant, _____, and Twisted Cedars Escape agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted altering or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purpose for which it is entered into.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participants Name: _____
Signature/Date: _____

Photo Authorization Form

I hereby expressly grant Twisted Cedars and its employees, agents, and assigns, the right to photograph me or use my picture, silhouette, and other reproductions of my physical likeness (as the same appear in any still camera photograph and/or motion picture film) and in connection with the exhibition, theatrically, on television or otherwise, of any motion picture in which the same may be used or incorporated, and also in the advertising, exploiting and/or publicizing of any such motion picture, but not limited to televisions or theatrical motion pictures. I further give the said company the right to reproduce in any manner whatsoever and recordation made by said company of my voice and all instrumental, musical, or other sound effects produced by me.

I hereby certify and represent that I have read the foregoing and fully understand the meaning and effect thereof and its intention to be legally binding.

Name _____

Signature _____

Date _____