

We reserve the right to request that a new waiver be completed for each visit to Beaverdam Falls, 1100 Kanawha Trail, Covington, VA 24426

**Beaverdam Falls, LLC, Outdoor Camping & Recreation, Beau Bryan, Owner of Beaverdam Falls, LLC, & Manager of Land; Glenn E. Bryan, & Janet W. Bryan, Owners of Land, 1100 Kanawha Trail, Covington, VA 24426.**

**Warning:** There are significant elements of risk in any activity associated with exploring decaying building and/or sites (referred to herein as “activity”) and the use of any equipment involving same.

**ACKNOWLEDGMENT OF RISKS:** I \_\_\_\_\_, recognize that there is an inherent risk of danger in this type of activity. These risks may result in serious injury or death and include but are not limited to 1) Falls; 2) Risk associated with crossing, climbing or down climbing; 3) environmental exposure and mud sink holes; 4) broken glass, rusted metals or other materials; 5) falling debris and trees; 6) exposure to animals, such as bears and snakes; 7) Swimming, Flooding & being trapped under water by mud rock or debris; injuries sustained from alcoholic consumption and inebriation; 9) disputes between other guests and/or friends and neighbors on said property, and 10) injuries resulting from use of bicycles, vehicles, golf carts, ATVs, or general hiking to and from the campsite and throughout said property.

**EXPRESS ASSUMPTION OF RISK & RESPONSIBILITY:** In recognition of the inherent risks of which I will engage in, I, confirm that I am physically and mentally capable of participating in the activity. I/We participate willingly and voluntarily, and I assume full responsibility for personal injury, accidents or illness (including death), and any expenses as a result of my participation in such activities. I also assume responsibility for damage to or loss of personal property as the result of any accident that may occur. I also assume risk for any accident or injury caused by the negligence of the staff of Beaverdam Falls, LLC, Beau Bryan, and any such affiliates whether such negligence is comparative or contributory. I assume the risk(s) of personal injury, accidents, and/or illness, including but not limited to falling, or tripping, accidents including but not limited to sprains, cuts, wounds, vehicle damage, torn muscles, and/or ligaments, fractured or broken bones, eye and sun damage, abrasions, and/or spinal injuries, animal bite(s) or attack(s), insect bite or allergic reaction, shock, paralysis, drowning or death, and acknowledge that during the activity I may experience fatigue, chill and/or dizziness which may diminish my reaction time and increase the risk of an accident.

**COVENANT OF GOOD FAITH:** I recognize that you, as a provider of services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities, or problems in the group, and /or refuse or terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself. I acknowledge that no guarantees have been made with the respect to the activity’s objectives.

**AUTHORIZATION:** I hereby authorize any medical treatment deemed necessary in the event of any injury or illness I incur while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

**RELEASE:** In consideration of services or property provided, I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns do hereby release: Beaverdam Falls, LLC, Beau Bryan, Glenn E. Bryan, Janet W. Bryan, any of their heirs, their principals, participants, directors, officers, agents, employees, and volunteers, and each and every land owner, municipal and/or government agency upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever including the negligence of these entities and their participants, directors, officers, agents, employees and volunteers.

**I HAVE READ AND UNDERSTOOD THE FOREGOING ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY. I UNDERSTAND BY SIGNING THIS FORM I MAY BE WAIVING VALUABLE LEGAL RIGHTS.**

- Name of your Group Leader (person who signed you up for your Self-Guided Tour, Stay, Visit, Event or Activity)

\_\_\_\_\_ (Print); \_\_\_\_\_ (Visit Date)

- Participant's Name (Printed): \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Tentrr  Guest  Tour/Visit Event/Rental

\_\_\_\_\_ ; \_\_\_\_\_

- *In an emergency, please notify:*

\_\_\_\_\_ (Full Name) ; \_\_\_\_\_ (Phone)

- Email Address of Participant:

\_\_\_\_\_.

- Physical/Mailing Address of Participant:

\_\_\_\_\_  
\_\_\_\_\_.

- Signature of participant (or guardian if under 18 years of age)

\_\_\_\_\_ (Sign) ; \_\_\_\_\_ (Date)