

NASHVILLE SHORES MANAGEMENT, LLC-
AERIAL ATTRACTION AND ZIPLINE AGREEMENT
4001 Bell Road, Hermitage, Tennessee 37076
www.nashvilleshores.com—(615) 889-7050

Participate Name: _____
Address: _____ Zip: _____
Email: _____ Phone #: _____

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK AND RELEASE OF ALL LIABILITY

PLEASE READ CAREFULLY BEFORE SIGNING

I understand that participating in aerial attraction and zipline activities (the "Activity"), and the use of ziplines and its associated equipment and facilities, as well as my presence on the premises, are HAZARDOUS ACTIVITIES. I understand that participating in this Activity involves risk of injury to and all parts of my body. I understand that there are numerous risks and damages inherent in these activities, including but not limited to: uneven ground surface which contains rocks, tall and slippery course features, falling branches, bumps and ruts, the steepness of the terrain, the configuration of the facilities, slipping and falling from elevated platforms, rope lines, impacting objects or being impacted by objects, equipment malfunction, equipment misuse by either the participant or other participants, or employees of Nashville Shores Holdings, LLC or Nashville Shores Management, LLC (collectively, "Nashville Shores"). There are natural mechanical, and environmental conditions and risks associated with this Activity, which independently or in connection with my actions or the actions of others, may cause severe or even fatal injuries to me or others. I agree that I alone am responsible for my safety while participating in this Activity. I understand that having a Nashville Shores employee present does not lessen the amount of the risks of participating in the Activity in a forest or alpine setting. I understand that Nashville Shores is not responsible for my safety. I understand and accept that minor injuries may become life-threatening emergencies when alone or with others.

I accept for use, as is, the equipment provided during this Activity, and accept full responsibility for its care while it is in my possession. I agree to RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND AND HOLD HARMLESS Nashville Shores Holdings, LLC and Nashville Shores Management, LLC, their owners, directors, officers, employees, agents, representatives, affiliates, parents, subsidiaries, successors and assigns, (collectively "Released Parties" or "Nashville Shores"), for all loss or damage I may sustain from use of such equipment, and I will be responsible for the repair or replacement, at full retail value, for any damage or loss to such equipment other than reasonable and normal wear and tear. I acknowledge that Nashville Shores is not responsible for any personal items, left in the care of staff or not, which are lost, stolen, or damaged.

I understand that if I lack the strength to participate in this Activity I am putting myself at risk for injury. I agree that if it is determined by a staff member that I am unfit to continue participation in the course because I lack the physical strength to complete the Activity, because I am not following instructions, or for any other reason, I will be asked to leave the course. I understand that I will not be entitled to a refund of any fees paid.

I hereby certify that I am physically fit and medically able to participate in this Activity. Initials: _____

I hereby certify that I am within the height & weight restrictions to participate in this Activity:

Height Kids Course with fingertips > 4'7"; Height Junior Course with fingertips > 5'9"; Height Adult Course with fingertips > 5'11"; Weight < 275 lbs. Initials: _____

I RELEASE AND HOLD HARMLESS NASHVILLE SHORES

In consideration for the opportunity to participate in this Activity provided by Nashville Shores, I (or the minor) agree to release, indemnify, and hold harmless Nashville Shores from any and all responsibility and legal liability for any injury, damage, death, or loss of any kind which may result directly or indirectly from participation in this Activity or any other cause or claim arising from participation in this Activity, including, but not limited to, breach of contract and negligence.

I AGREE TO RELEASE AND FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASES FROM ANY AND ALL CLAIMS, SUITS, COSTS, AND ATTORNEYS' FEES FOR DAMAGE AND PERSONAL INJURY TO ME OR THE MINOR CHILD ON BEHALF OF WHOM I AM SIGNING, OR MINE OR THE MINOR'S PROPERTY, RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASED PARTIES DURING THIS ACTIVITY.

I understand that this Agreement shall be binding upon my heirs, executors, administrators, and assigns, and shall be governed by the laws of the State of Tennessee with venue being proper in Davidson County, Tennessee. I also understand that if any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that there have been no warranties, expressed or implied, which have been made to me, which extend to all equipment used by Nashville Shores.

I consent to the release of any pictures (video, print) or sound clips for commercial purposes, or otherwise, in connection with this Activity, without restriction as to frequency, duration or medium.

I understand that permission to use Nashville Shores' Aerial Attraction and Zipline facilities, equipment, trails, transportation, and premises is being given to the undersigned participant to exchange for the execution of this Agreement.

I have read and understand this Agreement and fully understand its terms. I understand that this is a release of liability of all claims that arise out of my participation in this Activity, which I understand prevents me or anyone on my behalf or anyone on behalf of the minor child for whom I am signing, from filing suit or making any other claims of any kind for damage or loss sustained as a result of this Activity. I have made no representations to Nashville Shores regarding my name, age, or physical or medical conditions that was untruthful or that would otherwise prevent me from engaging in this activity.

PARENT/GUARDIAN AUTHORIZATION FOR PARTICIPANTS UNDER 18 YEARS OF AGE

As a parent/guardian with legal responsibility for this minor participating in this Activity, on behalf of whom this agreement is entered, I HAVE CAREFULLY READ THIS AGREEMENT AND AGREE TO ITS TERMS. I agree that I am eighteen (18) years of age or older, and I have the authority to enter this Agreement on behalf of this minor child. I have read and explained this Agreement to this minor, and I, the minor, and anyone on behalf of this minor is bound by the terms of this Agreement. I agree to indemnify and hold harmless Nashville Shores for any claim from myself, from this minor, or from anyone on behalf of this minor brought as result of participation in this Activity.

Minor Participants Name: _____ Parent/Guardian Name: _____

Minor Participant's Age: _____ Parent/Guardian Signature: _____

PARTICIPANTS AGE 18 OR OLDER

I HAVE CAREFULLY READ THIS AGREEMENT AND AGREE TO ITS TERMS, WHICH ARE FULLY BINDING UPON ME. I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, AND I FREELY AND VOLUNTARILY ENTER INTO THIS AGREEMENT.

Participants Name: _____ Date: _____ Signature: _____