

Release of Liability Agreement
Read Carefully - This Affects Your Legal Rights

In exchange for participation in any and all outdoor activities organized by **Lake Houser Adventures, Inc.**, of 1329 Lake Houser Road, Mooresboro, North Carolina, 28114 and/or use of the property, facilities, and services of Lake Houser Adventures, Inc., I agree for myself and (if applicable) for the members of my family, to the following:

- 1. Agreement To Follow Directions.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Lake Houser Adventures, Inc., or the employees, representatives, or agents of Lake Houser Adventures, Inc..
- 2. Assumption of the Risks and Release.** I recognize that there are certain inherent and serious risks associated with engaging in outdoor activities and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Lake Houser Adventures, Inc. for injury, loss, or damage arising out of my or my family's use of or presence upon the facilities of Lake Houser Adventures, Inc., whether caused by the fault of myself, my family, Lake Houser Adventures, Inc. or other third parties.
- 3. Indemnification.** I agree to indemnify and defend Lake Houser Adventures, Inc. against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the property of and surrounding Lake Houser Adventures, Inc.
- 4. Fees.** I agree to pay for all damages to the property of Lake Houser Adventures, Inc. caused by any negligent, reckless, or willful actions by me or my family.
- 5. Consent for Minor Child Participation.** I, _____(name) of _____ (city/state), consent to the participation of my _____son/daughter/etc.), in any and all outdoor activities, and agree on behalf of the above minor to all of the terms and conditions of this agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of _____ (minor child's name). Or, in the event that I have no minor child(ren) so participating, I understand and agree to all of the terms and conditions found in this Agreement.
- 6. Medical Authorization.** In the event of an injury to the above minor during the above-described activities, I give my permission to Lake Houser Adventures, Inc. or to the employees, representatives, or agents of Lake Houser Adventures, Inc. to arrange for all necessary medical treatment for which I shall be financially responsible. In the event that I am able to immediately arrange for said emergency medical treatment, I reserve the concurrent right to call for such help for me and/or my minor child.
- 7. Governing Law.** Any legal or equitable claim that may arise from participation in the above shall be resolved under the laws of the State of North Carolina.
- 8. No Duress.** I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire. I further agree and acknowledge that Lake Houser Adventures, Inc. has offered to refund any fees I have paid to use its facilities if I choose not to sign this agreement.
- 9. Enforceability.** The invalidity or unenforceability of any provision of this agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this agreement or of any other applications of such provision, as the case may be. Such invalid or unenforceable provision shall be deemed not to be a part of this agreement.
- 10. Dispute Resolution.** The parties will attempt to resolve any dispute arising out of or relating to this agreement through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure:

Any controversies or disputes arising out of or relating to this agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.
- 11. Emergency Contact.** In case of an emergency, please call _____ (Relationship: _____) at _____ (Day), or _____ (Evening).

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY AGREE TO SURRENDER CERTAIN LEGAL RIGHTS AS ARTICULATED HEREIN.
BY: _____ DATE: _____