

# COVENANT NOT TO SUE, RELEASE OF CLAIM, AND WAIVER OF LIABILITY FOR HORSEBACK RIDING

The undersigned hereby acknowledges that the **Dillard House Stables** is operated solely and exclusively by **PKT Quarterhorses, Inc.** and not by **Dillard House, Inc.** and that there is no affiliation between **PKT Quarterhorses, Inc.** and **Dillard House, Inc.**

The undersigned hereby covenants not to sue **Dillard House, Inc.**, its agents and employees, **PKT Quarterhorses, Inc.**, its agents and employees, and the owners of any real property upon which is located the **Dillard House, Inc.** business or the **Dillard House Stables** for any personal injuries to the undersigned or the undersigned's minor child or ward or property damage or other loss of any nature whatsoever arising directly or indirectly from the riding or use of horses at **Dillard House Stables** by the undersigned or the undersigned's minor child or ward. The undersigned acknowledges that horseback riding is an activity that entails risks of personal injury and further expressly assumes all risks of personal injuries arising directly or indirectly from the riding or use of horses at **Dillard House Stables** by the undersigned or the undersigned's minor child or ward. It is the express intention of the undersigned in executing this covenant not to sue for any and all claims arising out of the use or riding of horses at **Dillard House Stables** and to expressly assume all risk of injury, damage or loss arising therefrom. (Any person executing this release on behalf of a minor hereby warrants that such person is the parent or legal guardian of such minor or otherwise has legal authority to execute this document on behalf of such minor).

## WARNING

**UNDER GEORGIA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO CHAPTER 12 OF TITLE 4 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED.**

*In your own handwriting, write the following line below:*

**"I HAVE READ AND UNDERSTAND THE ABOVE WAIVER OF LIABILITY FOR HORSEBACK RIDING"**

Name \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Signature \_\_\_\_\_

## RIDING HELMET WAIVER

I, THE UNDERSIGNED, RECOGNIZE THE DANGERS INVOLVED WITH HORSEBACK RIDING. I AM ASSUMING THE HAZARD OF THE RISK UPON MYSELF SINCE I WISH TO RIDE HORSES. I REALIZE I AM SUBJECT TO INJURY FROM THIS ACTIVITY AND NO FORM OF PREPLANNING CAN REMOVE ALL OF THE DANGER THAT I AM EXPOSING MYSELF TO. I HAVE BEEN OFFERED A PROTECTIVE RIDING HELMET, WHICH COULD HAVE PREVENTED PERMANENT BRAIN DAMAGE. AGAINST THE ADVICE OF THE STABLE MANAGER, THE HORSEMANSHIP GUIDE AND THE INSURANCE COMPANY, I AM REFUSING THIS CRITICAL SAFETY PRECAUTION.

*In your own handwriting, write the following line below:*

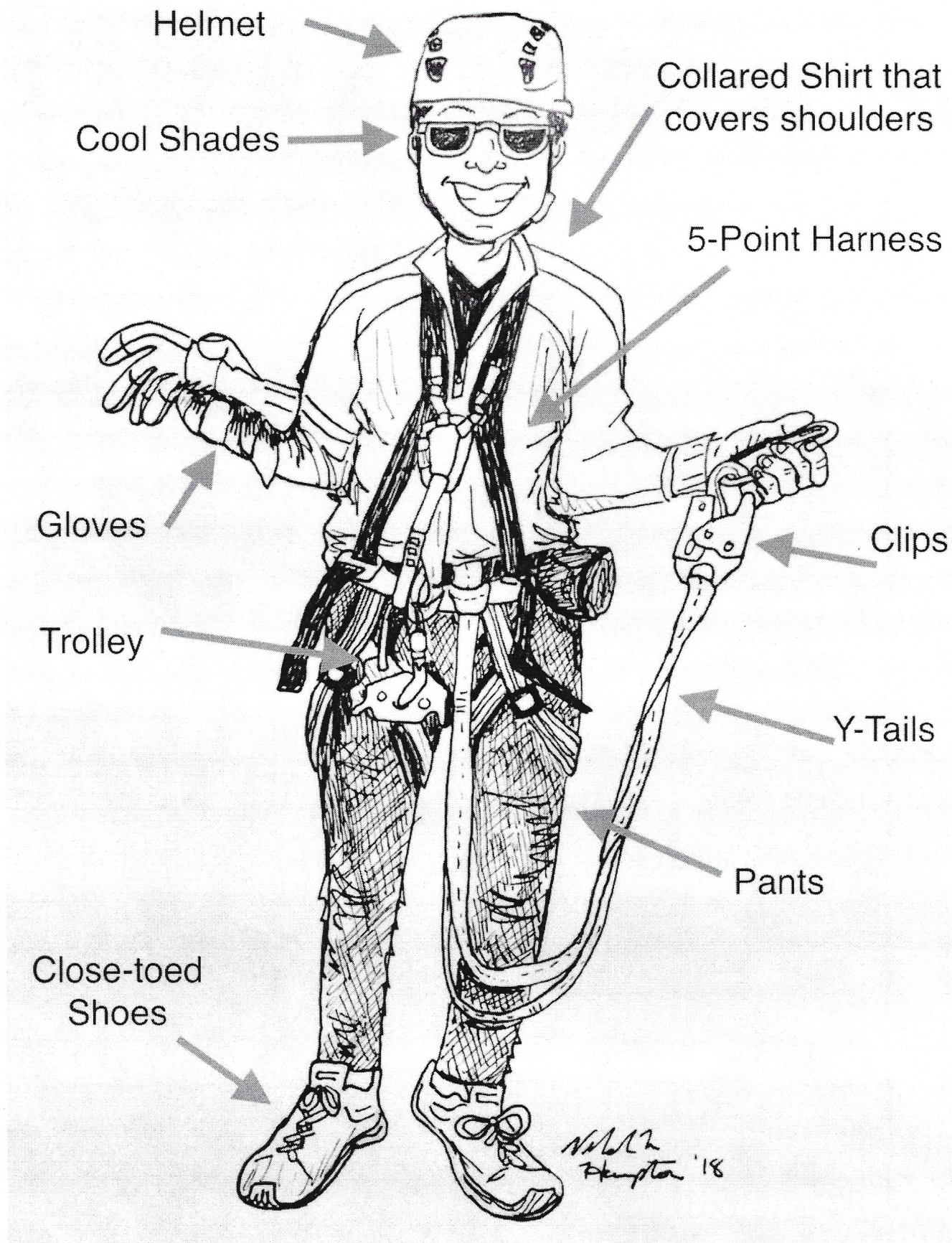
**"I HAVE READ AND UNDERSTAND THE ABOVE RIDING HELMET WAIVER"**

**HELMETS ARE REQUIRED FOR ALL HOLLYMONT CAMPERS.**

Signature \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Today's Date \_\_\_\_\_

**PLEASE PRINT CAMPER NAME:** \_\_\_\_\_

## WILDWATER ZIPLINE INFORMATION



Nothing can sour a day in the great outdoors like feeling unprepared. At Wildwater, we want to make sure your experience adventuring with us is as successful as possible. So, we've put together a comprehensive 'What to Wear' guide for your next ziplining adventure. Also included is a brief explanation of the ziplining gear we provide for the experience.

# ZIPLINING GEAR WE PROVIDE

## HARNESS:

We provide a 5-point harness for your zipline adventure. The harness crosses both shoulders, goes around your waist, and has two loops for your legs. Attached to the harness are your trolley and y-tails.

## HELMET:

We provide a fully adjustable helmet for each person. The primary purpose of the helmet is to keep you from hitting your head directly on limbs and zipline cables while in the air.

## GLOVES:

Wildwater operates ziplines that use a hand braking system; therefore, we provide gloves to act as brake pads while ziplining.

# WHAT TO WEAR ZIPLINING

## CLOSE-TOED SHOES:

You **MUST** wear close-toed shoes while participating in any aerial activity with Wildwater. This protects your feet from UFCs (Unintended Flying Consequences).

## COLLARED SHIRT:

We suggest wearing a collared shirt to keep the harness from rubbing your neck. If you do not have a collared shirt, we suggest at least wearing a short-sleeved shirt to keep the harness from rubbing your shoulders.

## LONG SHORTS OR PANTS:

The harness also has two loops for your legs. We suggest wearing long shorts or pants in order to keep the harness from creating any discomfort. A good rule of thumb is to wear shorts to your knees.

## SUNGLASSES:

Glasses meet two needs while ziplining. They protect your eyes from sun and wind, and they are incredibly stylish.

# Chattooga Ridge Canopy Tours

P. O. Box 309  
Long Creek, SC 29658  
(877) 398-6222

Chattooga Ridge Canopy Tours is an activity offered by Nantahala Gorge Canopy Tours, Inc.

(Chattooga Ridge Canopy Tour information only)

Date \_\_\_\_\_ Trip Time \_\_\_\_\_ Group Name \_\_\_\_\_

## Please Complete the Information Below (Please Print)

Do you need to talk to the CRCT Leadership about any matters, including Medical Conditions, Medications or Physical Limitations? NO \_\_\_\_\_ YES \_\_\_\_\_

Please Explain: \_\_\_\_\_  
I understand there is a weight minimum (70 lbs) and maximum (250 lbs) and I agree and acknowledge that I fit within this weight range. \_\_\_\_\_ (Participant's initial)

FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

CITY: \_\_\_\_\_ NIGHT TIME PHONE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

DAY TIME PHONE: \_\_\_\_\_  
EMAIL ADDRESS\*: \_\_\_\_\_

\* To receive our e-newsletters, specials, hot deals, or other information, please enter your email address: \_\_\_\_\_  
(OPTIONAL)

### PLEASE READ BOTH SIDES CAREFULLY • CANOPY TOUR REGISTRATION, WAIVER & RELEASE OF LIABILITY, AND ASSUMPTION OF RISK ACKNOWLEDGEMENT

#### Description of Canopy Tour:

Chattooga Ridge Canopy Tours ("CRCT") provides adventure recreation and environmental education. The Canopy Tour includes Zip Lines, Sky Bridges, Obstacles and all other related Canopy Tour activities. Zip Lines are high cable traverses using safety harnesses and associated hardware. Participants zip through the forest canopy and are challenged with the difficulties of stepping off a high platform, confronting a fear of heights, and accepting these risks and other new challenges. Sky Bridges are walkways high in the forest canopy consisting of planking supported by steel cables and rope. Obstacles may include an incline and swinging bridge, moving platform or rappel. Participants wear safety harnesses clipped into overhead steel cables with attached safety lanyards. Guides trained to lead participants toward their desired recreational and educational outcomes will lead the tour through the forest canopy. All equipment will be fitted and checked by the staff; the guides will monitor progress throughout the tour and guides will supervise all equipment transfers. While under the care of your guides, it is your responsibility to follow instructions and monitor the continued fit and readiness of your equipment. Participants must be reasonably fit and able to control the speed of their travel along the zip lines by grasping the cable above their heads with leather gloves. Participants also may be required upon occasion to pull themselves along a stretch of cable if they lose momentum before reaching any given landing platform (guides may assist with this process). The tour includes hikes on uneven terrain. Participants must be physically able to complete these tasks.

**Medical Concerns:** The Canopy Tour is designed for 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, tendonitis or other joint and muscular-skeletal problems may impair the safety and well-being of participants on the course, 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 a Canopy Tour must carefully consider those risks before choosing to participate and they must fully inform tour staff in writing prior to the beginning of the tour. CRCT reserves the right to exclude any applicant from participation for medical, safety or other reasons.

**Inherent and Other Risks:** Serious injuries are uncommon in Canopy Tours, but the risk of injury or death certainly exists by reason of falls, contact with other participants, and fixed objects moving about or being transported on the grounds on which the Canopy Tour is initiated and conducted. A number of risks are inherent to the Canopy Tour. These are risks that cannot be eliminated without changing the essential nature of the experience. The emotional risks range from unwelcome or inadvertent touching, simple hurt feelings to panic and psychological trauma (such as fear of heights.) The physical risks of participating range from small scrapes and bruises to bites and stings, broken bones, sprains, neurological damage and, in extraordinary cases, even death. The property on which the tour is conducted includes hilly, rocky and wooded terrain, cliffs, ravines, creek beds, potential harmful plants and animals, which may bite or sting. Injuries may be a natural consequence of the Canopy Tour undertaken as a result of the environmental hazards (including terrain and weather), a result of errors in judgment or failure to exercise reasonable care by guides, staff or participants, or otherwise, and may occur in spite of the reasonable efforts of guides and staff to prevent them. In all cases, those inherent risks, as well as other risks of injury or death to persons or damage to property, which are not inherent and whether or not described above, must be accepted by those who choose to participate.

### WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF THE RISK ACKNOWLEDGEMENT

#### DEFINITIONS:

"Facilities" shall mean the grounds and other facilities and improvements situated on or forming part of the property located at Longcreek, SC 29658.

"Indemnitees" shall mean collectively and individually Nantahala Gorge Canopy Tours, Inc., Chattooga Ridge Canopy Tours, Pigeon River Canopy Tours, and Wildwater, Ltd. And their respective shareholders, owners, directors, officers, employees, agents, clients, customers, contractors, subcontractors, affiliates, subsidiaries, agents, representatives, successors and assigns.

"Indemnitor" shall mean the individual signing below, on behalf of himself or herself and any minor under his/her care, as well as their respective heirs, administrators, executors, personal representatives and assigns.

Indemnitor represents and warrants to the Indemnitees that (i) he/she has read this document in full, (ii) any questions he/she may have had concerning anything described or explained herein or otherwise concerning his/her participation in activities offered by CRCT at the Facilities have been fully and adequately answered by CRCT's staff, and (iii) Indemnitor is knowingly and voluntarily electing to participate in one or more activities offered by CRCT. Indemnitor expressly and knowingly acknowledges the risks, whether actual or potential, of participating in activities offered by CRCT at the Facilities as herein described, and Indemnitor does hereby expressly and knowingly assume all such risks. Indemnitor hereby releases, relinquishes, acquits and forever discharges the Indemnitees and each of them from any and all liabilities, claims, causes of action, damages, obligations, suits, demands, costs and expenses of any sort or kind whatsoever or however arising, in law or in equity, whether known or unknown, whether in tort or in contract, which Indemnitor had or now has, or may have had or now may have, or that Indemnitor at any time in the future has or may have, against Indemnitees or any of them as a consequence or arising out of (a) illness, injury and/or death to or of Indemnitor at the Facilities or as a result of Indemnitor's presence at the Facilities or participation in activities offered at the Facilities, (b) damage to or the destruction of vehicles, trailers or other property brought to the Facilities by Indemnitor, and (c) Indemnitor's use of the Facilities and/or the services provided at the Facilities. Indemnitor does further hereby defend, indemnify and hold Indemnitees and each of them harmless from and against any and all liabilities, claims, causes of action, damages, obligations, suits, demands, costs and expenses of any sort or kind whatsoever or however arising, in law or in equity, whether known or unknown, whether in tort or in contract, which Indemnitees or any of them may suffer or incur, including, without limitation, attorneys' fees, court costs and litigation expenses, as a consequence or arising out of (i) illness, injury and/or death to or of any person at the Facilities resulting from Indemnitor's presence at the Facilities or participation in activities offered at the Facilities or otherwise caused by Indemnitor, (ii) damage to or the destruction of vehicles, trailers or other property located at the Facilities caused by Indemnitor, and (iii) Indemnitor's use of the Facilities and/or the services provided at the Facilities.

Indemnitor represents to Indemnitees as follows:

I am 18 years of age or older.

I am signing this release, waiver of liability, and assumption of risk acknowledgement voluntarily and of my own free will.

I have no physical or emotional problems, nor any history thereof, which will impair my ability to utilize the Facilities and its services in a safe manner.

I understand and agree that it is my responsibility to assess the hazards presented by my use of the Facilities and services provided at the Facilities and further agree that I am the ultimate judge as to whether I can use the Facilities and services without risk of harm to myself, others or property in my possession or under my control.

I have inspected the Facilities, agree that I will be using the Facilities on an AS-IS, WHERE-IS basis, and understand and EXPRESSLY ASSUME all the dangers incident to using the Facilities and the services provided at the Facilities.

My use of the Facilities is entirely optional and my own free choice.

I authorize anyone working at the Canopy Tour activity to call for such medical care for me or minor in my care, or to transport me or any minor in my care to the appropriate clinic or hospital, if in the opinion of anyone working at the Facilities, medical attention is needed for me or a minor in my care. This authorizes a licensed health care provider or other first-aid provider to carry out emergency medical care deemed necessary for me or any minor in my care in an emergency where normal permission is unavailable. I agree that upon transporting me or any minor in my care to any medical facility, clinic, or hospital that the responsibility of Indemnitees shall be complete and Indemnitees shall not have any further responsibility for me or any minors in my care. I agree to pay all costs associated with such medical care and related transportation for me or a minor in my care, and I hereby indemnify and hold Indemnitees and each of them harmless from any costs incurred by them in connection therewith.

I hereby grant full permission to use any photographs or video of me and each minor in my care taken during our participation in activities at the Facilities for any purpose in promoting activities at the Facilities and/or any or all of the Indemnitees.

I agree that I will not, at any time, climb, play or otherwise use the Facilities or any part of the Facilities while not an authorized participant.

**I UNDERSTAND AND ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT MY SIGNATURE BELOW EXPRESSLY WAIVES ANY RIGHTS I HAVE TO BRING A CLAIM AGAINST OR SUE THE INDEMNITEES OR ANY OF THEM FOR PERSONAL INJURIES, DEATH OR PROPERTY DAMAGES. I FURTHER UNDERSTAND THAT THIS IS A CONTRACT THAT LIMITS MY LEGAL RIGHTS AND THAT IT IS BINDING UPON ME, MY HEIRS AND LEGAL REPRESENTATIVES.**

Signature of Participant

Participant's Printed Name

Date

Participants under 18 Years of Age: As parent/guardian signing this agreement for the above named minor, I acknowledge and agree that I have read this document in full and that by signing this agreement on behalf of the minor, I, the minor and their parents agree to be bound by its terms. I hereby release from liability, forever discharge, indemnify and hold harmless Indemnitees for any claim or suit arising out of said minor's participation in activities at the Facilities or the minor's presence at the Facilities.

Signature of Parent/Guardian

Parent/Guardian's Printed Name

Date

## Informed Consent and Acknowledgment Relating to Coronavirus/COVID-19.

We all know that these continue to be uncertain times, and that the novel coronavirus, COVID-19, poses risks that are not entirely understood. We understand that there is controversy among medical experts about how the virus can spread and how to prevent transmission from one person to another. The Centers for Disease Control (“CDC”) has recommended guidelines based on the current medical knowledge. Hollymont, Inc. dba Camp Hollymont (“Camp Hollymont”) is not an expert in the risk analysis, but we are willing to provide camp services to your child if you are willing to accept the risks inherent in these uncertain times. Further to this understanding, the Georgia General Assembly passed the COVID 19 Pandemic Business Safety Act acknowledging the inherent risk and allowing business to issue a warning to individuals who enter their premises as follows:

### *Warning*

*Any person entering the premises waives all civil liability against this premises owner and operator for any injuries caused by the inherent risk associated with contracting COVID-19 at public gatherings, except for gross negligence, willful and wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the individual or entity of the premises.*

Camp Hollymont has put in place numerous preventative measures and enhanced cleaning protocols to reduce the likelihood of spreading COVID-19 at Camp Hollymont. However, Camp Hollymont cannot guarantee that you or your child will not become infected with COVID-19. Further, attending a Camp Hollymont summer camp session could increase your child’s risk of contracting COVID-19.

By signing this agreement, you are acknowledging the warning, contagious nature of COVID-19 and are voluntarily assuming all risks that you or your child may be exposed to and may contract the virus. You understand that Camp Hollymont Health Guidelines published April 26, 2022 are on the Camp Hollymont website and Bunk1 registration dashboard and that Camp Hollymont is making all reasonable efforts to comply with guidelines promulgated by Gov. Kemp and the CDC, but cannot guarantee that any of these measures will completely protect anyone from contracting COVID-19. You are voluntarily taking sole responsibility for any exposure of or injury to your child, yourself, and other family members that may be exposed to or infected by COVID-19 by attending any camps and activities at Camp Hollymont.

In consideration for the camp services that Camp Hollymont is providing, you agree to release, promise not to sue, and hold harmless Camp Hollymont for any injury, including but not limited to personal injury, disability, and death, illness, damage, loss, claim, liability or expense of any kind to yourself, your child, or any family member in connection to your child’s attendance at Camp Hollymont.

You hereby agree that you shall comply with all CDC guidance related to COVID-19 as well as with all policies, procedures and/or protocols implemented by, or that may be, implemented by Camp Hollymont in response to the COVID-19 pandemic, including, but not limited to those relating to social distancing, personal protective equipment, schedules, traffic patterns, and cleanliness and hygiene.

You hereby acknowledge and understand that Camp Hollymont has provided you with working plans, procedures and policies and such may be updated with additional guidance as it comes out from the Governor and/or the CDC. All of these initial plans, procedures and policies shall remain in place until as appropriate.

This waiver shall be governed by the laws of the state of Georgia. Any action or lawsuit that may arise shall only be brought in the general court of record, Cobb County, Georgia.

---

Camper Name (print legibly)

---

Name of Parent/Guardian (print legibly)

---

Relation to Camper (print legibly)

---

Signature of Parent/Guardian

---

Date Signed