

Coosawattee River Tubing Company

25 Eagle Mountain Drive
Ellijay, Ga. 30540
(706) 635-1609

RELEASE OF LIABILITY AND INDEMNIFICATION

In consideration of the allowance to voluntarily participate in Coosawattee River Tubing and motor vehicle travel to and from the tubing facility (hereinafter collectively referred to as "Tubing") as offered by Coosawattee River Resort Association, Inc. (hereinafter "CRRA"), the receipt and sufficiency of said consideration being hereby acknowledged, we, the undersigned, on behalf of ourselves and our child or children, whose name or names are listed below, release, hold harmless and forever discharge CRRA, its officers, directors, employees and agents from any and all liability for damages, either personal or property, arising from our or our child's or children's activities in connection with Tubing and any travel associated with Tubing.

We represent that we are aware of the risks of personal injury or property damage to ourselves, including the child or children, which may be associated with Tubing. Notwithstanding, we wish to assume these risks by voluntarily participating in Tubing and in any associated travel provided by CRRA.

We understand and are aware that Tubing can be a hazardous activity. We understand that Tubing and the use of Tubing equipment involves a risk of injury to any and all parts of our body or to that or those of my child's or children's. We hereby agree to freely and expressly assume and accept any and all risks of injury or death resulting from use of this equipment. We warrant that we, including our child or children, are physically and mentally capable of participating in Tubing.

We accept for use, "as-is" the Tubing equipment and accept full responsibility for the care of this equipment during my participation in Tubing. There are NO WARRANTIES, express or implied, which extend beyond the description of the Tubing equipment listed herein.

We agree to indemnify, defend, and hold harmless all of the foregoing indemnities from any and all injuries, damages, lawsuits and costs, including attorney's fees which occur or arise as a result of any claim or injury or loss suffered by us or our child or children for participating in activities related to Tubing and any travel associated with Tubing including damage or injury resulting from CRRA's negligence and/or natural conditions.

This document constitutes the final and entire agreement between CRRA, myself and on behalf of my child or children. We have carefully read this agreement and Release of Liability and Indemnification and fully understand its contents. I am aware that this is a Release of Liability and Indemnification between myself and on behalf of my child or children and CRRA and I sign it under no duress, threat or promise by CRRA, its agents or employees.

This release applies to the child or children living in our home or for whom we are considered legal guardian(s), as follows:

- 1) _____ (Name) _____ (Age) 2) _____ (Name) _____ (Age)
3) _____ (Name) _____ (Age) 4) _____ (Name) _____ (Age)
5) _____ (Name) _____ (Age) 6) _____ (Name) _____ (Age)

IN WITNESS WHEREOF, this ___ day of _____, 20__.

Signature

(Please Print Name) Parent/Legal Guardian #1:

(Please Print Street, City and State Address)

(Please Print Phone Numbers)

Witness: _____

Signature

(Please Print Name) Parent/Legal Guardian #2:

(Please Print Street, City and State Address)

(Please Print Phone Numbers)

Witness: _____

[NOTE: BOTH PARENTS MUST SIGN FOR CHILD(REN) RELEASE]