

MOANING CAVERN ADVENTURE ACTIVITIES

RELEASE AND WAIVER OF LIABILITY, PRIMARY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

NO ADDITIONS, DELETIONS, CHANGES OR THE OMISSION of initials or signatures are permitted on this two-sided document. PLEASE INITIAL on the line after each numbered paragraph to indicate you have READ AND UNDERSTOOD that paragraph. The omission of an initial does not void agreement with that paragraph. YOU MUST THEN SIGN AT THE END OF THIS DOCUMENT TO INDICATE AGREEMENT in the presence of a Moaning Cavern employee who will sign the document as witness.

IN CONSIDERATION of being permitted to participate in the Adventure Activities known as: (1) the Adventure Trip; (2) the Rappel; (3) the Zip Line; and (4) the Climbing Tower at Moaning Cavern, including all related structures and equipment and anything else related to these activities, the undersigned, for him/her self or for his/her participating minor child, and any personal representative, heirs, and next of kin, hereby:

1. Acknowledges that the Adventure Activities listed above are activities that have inherent dangers and that all statements or promises, verbal or printed, that I many have previously heard or received as to facts of safety are hereby repudiated. These hazards do involve the risk of serious injury and/or death and/or property damage.

Paragraph 1 read and understood_____

2. And, acknowledges that risks may include, but are not limited to, misinformation and instructions or the lack thereof; equipment malfunction, equipment misuse by either the participant or other participants or employees of Sierra Nevada Recreation Corporation, falling, impacting objects or being impacted by objects, weather-related injuries, and others, with consequential injuries received that may be compounded by negligent rescue operations or procedures of the released parties or others.

Paragraph 2 read and understood_____

3. And, acknowledges that the Adventure Activities are activities for the purpose of recreation, sport, and entertainment only and not for transportation from one location to another, and expressly repudiates any common carrier claim (California Civil Code Section 2100-2104).

Paragraph 3 read and understood_____

4. And, expressly and voluntarily exercises a Primary Assumption of Risk acceptance and assumes all risk of death, personal injury, property damage, and all other injuries that may be caused by passive or active negligence in actions or services of the released parties; or hidden, latent, or obvious defects or hazards in the equipment or in the activity environment itself, that may be incurred while participating in any listed activity (or that may be incurred by the participating minor child).

Paragraph 4 read and understood_____

(continued on back ↻)

