

MOANING CAVERN ADVENTURE ACTIVITIES

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

Pursuant to United States constitution, article 1, section 10

NO ADDITIONS, DELETIONS, CHANGES are permitted on this document. YOU MUST ALSO 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 ALSO 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 Higher Risk Adventure Activities known as: (1) the Adventure Trip; and/or (2) the Zip Line, at Moaning Cavern, including all related structures and equipment and anything else related to these activities, Participant, for herself/himself, his/her heirs, personal representatives or assigns, or for his/her participating minor child, do 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 **Participant** may 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; slippery surfaces; dislodged rocks; falling; catastrophic injuries including paralysis and death; 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 _____

5. And, forever releases, waives, discharges and covenants to fully indemnify from all losses and agrees to not sue Sierra Nevada Recreation Corporation, doing business as Moaning Cavern, its officers, directors, employees, associates, suppliers, agents, heirs, and assigns, for claims, demands, or causes of action that I may have (or that the participating minor child may have) for injuries and damages arising out of participation on any Adventure Activity, including, but not limited to, losses caused by the passive, active or gross negligence of the released parties, or by hidden, latent, or obvious defects or hazards in the equipment or misuse of the equipment or the Adventure Activity environment itself.

Paragraph 5 read and understood _____

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