



**ADVENTURE TOUR/RESTRICTED AREA  
RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

(Please initial on the line following each numbered paragraph to indicate you have read and understood that paragraph, then sign at the bottom in the presence of a Natural Stone Bridge & Caves employee who will sign the document as witness.)

In consideration of being permitted to participate in the activity known as the Natural Stone Bridge & Caves Adventure Tour, or being permitted to enter for any purpose any restricted area (any area requiring special authorization to enter or any area to which admission by the general public is restricted or prohibited), the undersigned, for him/her self or for his/her participating minor child, and any personal representative, heirs, and the next of kin (collectively "Participant"), hereby agrees and covenants with Natural Stone Bridge & Caves Inc., its Directors, stock holders, representatives, vendors, agents and employees (collectively "Releasee") as follows:

1. Participant acknowledges that the Adventure Tour and/or entrance to restricted areas are activities that have hazards which involve the risk of personal injury, serious injury and/or death and/or property damage and which include, but are not limited to, negligent acts or omissions by Releasee and its and it's employees, unknown conditions, darkness, slippery surfaces, dislodged rocks, temperature variation, equipment malfunction, and others. The undersigned also expressly acknowledges that injuries received and/or property damage incurred may be caused, compounded or increased by negligent rescue operations or procedures of Releasee. \_\_\_\_\_

**2. PARTICIPANT EXPRESSLY AND VOLUNTARILY ASSUMES ALL RISK AND RESPONSIBILITY FOR AND RELEASES RELEASEE FROM, ALL CLAIMS, DEMANDS, CAUSES OF ACTION, INJURIES AND /OR DAMAGES ARISING FROM PARTICIPATION IN THE ADVENTURE TOUR AND OR ENTRANCE TO RESTRICTED AREAS, INCLUDING WITHOUT LIMITATION, DEATH, PERSONAL INJURY, PROPERTY DAMAGE, AND LOSS OR LIABILITY, INCLUDING THAT ARISING FROM THE PASSIVE OR ACTIVE NEGLIGENCE OF RELEASEE, AS WELL AS, HIDDEN, LATENT, OR OBVIOUS DEFECTS OR HAZARDS IN THE EQUIPMENT OR IN THE CAVE ENVIRONMENT ITSELF WHICH MAY BE ENCOUNTERED AND/OR INCURRED ON THE ADVENTURE TOUR OR IN RESTRICTED AREAS (OR WHICH MAY BE ENCOUNTERED AND/OR INCURRED BY THE PARTICIPATING MINOR CHILD).** \_\_\_\_\_

3. Participant declares that he/she (or my participating minor child) has no history of illness or injury that may hinder ability to participate on the Natural Stone Bridge & Caves Adventure Tour and/or entrance and exploration of any restricted area Participant hereby assumes full responsibility, both financial and legal, and releases Releasee from any liability or responsibility, for any previous illness or injury to himself/herself (or my participating minor child) which may be exacerbated in any manner by participation in the Natural Stone Bridge & Caves Adventure Tour and/or exploration of any restricted area. \_\_\_\_\_

4. PARTICIPANT FOREVER RELEASES, WAIVES, DISCHARGES RELEASEE FROM, AND COVENANTS NOT TO SUE RELEASEE FOR ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION, -INJURIES OR DAMAGES THAT PARTICIPANT MAY HEREAFTER HAVE (OR THAT THE PARTICIPATING MINOR CHILD MAY HEREAFTER HAVE) FOR DEATH, INJURIES AND DAMAGES ARISING OUT OF PARTICIPATION (OR PARTICIPATION OF THE MINOR CHILD) IN THE ADVENTURE TOUR AND/OR ENTRANCE AND EXPLORATION OF ANY RESTRICTED AREA, INCLUDING, BUT NOT LIMITED TO, THAT CAUSED BY THE PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASEE OR HIDDEN, LATENT, OR OBVIOUS DEFECTS OR HAZARDS IN THE EQUIPMENT OR IN THE CAVE ITSELF. \_\_\_\_\_

5. PARTICIPANT AGREES THAT THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT EXTENDS TO ALL ACTS OF NEGLIGENCE BY RELEASEE, INCLUDING, WITHOUT LIMITATION, NEGLIGENT GUIDE OR RESCUE OPERATIONS, AND IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OF NEW YORK AND THAT IF ANY PORTION THEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT. \_\_\_\_\_

**OVER**

6. Participant agrees to be financially responsible for any medical treatment and/or any necessary emergency evacuation resulting from participation (or that of the minor child) on the Adventure Tour or the exploration of any restricted area.\_\_\_\_\_

7. Participant agrees to allow Natural Stone Bridge & Caves Inc. to use any photos, video tapes or voice recordings of me (or the participating minor child) for purposes of publicity, advertising and other promotions, including the use of my name. Participant hereby releases and discharges Natural Stone Bridge & Caves, Inc. from any and all claims and demands arising out of or in connection with the use of the photographs, video tapes or voice recordings including, without limitation, any and all claims for libel, slander, misrepresentation or false light.\_\_\_\_\_

8. PARTICIPANT AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY RELEASEE FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, CAUSES OF ACTION, FINES, COSTS, EXPENSES, AND OTHER LOSSES OR DAMAGES ARISING FROM PARTICIPANT'S PARTICIPATION IN THE ADVENTURE TOUR OR EXPLORATION OF ANY RESTRICTED AREA, INCLUDING WITHOUT LIMITATION, ANY DEATH OR INJURY TO ANY OTHER ADVENTURE TOUR OR EXPLORATION PARTICIPANTS OR EMPLOYEES OF RELEASEE AND ANY PROPERTY DAMAGE TO THE EQUIPMENT OF RELEASEE OR OTHER ADVENTURE OR EXPLORATION PARTICIPANTS OR THE PHYSICAL AREAS ENCOUNTERED AND/OR INCURRED FROM PARTICIPANT'S PARTICIPATION IN THE ADVENTURE TOUR.\_\_\_\_\_

9. I have read this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I released and granted substantial rights by signing it, and have signed it freely and voluntarily without any undue inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. This agreement shall be governed by the laws of the State of New York.

\_\_\_\_\_  
Signature of Participant and/or  
Parent/Guardian of Participating Minor Child

\_\_\_\_\_  
Today's Date

\_\_\_\_\_  
Signature of Witness

PLEASE PRINT THE FOLLOWING INFORMATION:

Name \_\_\_\_\_

Name of participating minor child (if any) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_ ( \_\_\_\_ ) \_\_\_\_\_

IN CASE OF EMERGENCY PLEASE CALL :

Phone \_\_ ( \_\_\_\_ ) \_\_\_\_\_