

LAKE LURE ADVENTURE COMPANY

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

I acknowledge and understand that I have chosen to participate in certain activities provided by Lake Lure Adventure Company and its owners, employees and agents (collectively, the "Company"). I understand that in utilizing the Company's services I am about to engage in activities that pose substantial risks of physical injury and/or damage to or loss of personal property. Such activities include, without limitation, water skiing, wake boarding, wake surfing, knee boarding, tubing, swimming and boating. These risks and damages may arise from foreseeable or unforeseeable causes, including hazards located in the water, the actions of other boats or simply the nature of participating in water sports.

By choosing to participate in such activities, I assume the risk of all injury or loss or damage of property incurred as a result thereof and hereby agree to release the Company from all liability arising, directly or indirectly, from participating in such activities and/or engaging the services of the Company.

I further agree that I (a) shall not participate in such activities if I am under the influence of alcohol or any medication or controlled substance, (b) shall inform the Company of any medical condition or health problem that would affect my ability to participate in such activities, (c) shall not engage in any conduct that willfully or negligently contributes to or causes injury to any property or any person including myself and (d) shall not interfere with the safe operation of the boat or the safety of the activities being engaged in, including failure to follow the instructions of the boat driver.

I hereby authorize Lake Lure Adventure Center and its photographic agents to utilize photographs of me for the purpose of sale, promotion, and advertising.

I HAVE READ THE ABOVE RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND UNDERSTAND THE RISKS I AM ASSUMING, MY OBLIGATIONS SET FORTH HEREIN AND MY RELEASE OF THE COMPANY FROM LIABILITY.

(Optional) E-mail address: _____

Signature: _____

Date: _____

Print Name: _____

[Address: _____

_____]

FOR PARTICIPANTS UNDER THE AGE OF 18

Having the legal authority to do so, I give _____, a minor, permission to engage in the activities provided by the Company and release the Company from any claims made by or on behalf of such minor.

Parent/Legal Guardian

Signature: _____

Date: _____

Print Name: _____

Relationship to Minor: _____