

Smoky Mountain Off-Road Guide LLC

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, the undersigned, fully understand that my voluntary participation in a tour of the smoky mountains and or the surrounding forests, wooded areas and roadways exposes me to the risk of personal injury, death or property damage. I hereby acknowledge that I am under no obligation to accept this risk and that I voluntarily accept and agree to assume any such risks.

I hereby release, discharge and agree not to sue Smoky Mountain Off-Road Guide, its officers, agents and employees, for any personal injury, death or damage to or loss of personal or real property arising out of, or in connection with, my participation in a tour of the smoky mountains and or the surrounding forests, wooded areas and roadways, and I voluntarily agree to accept any damage or injury, whatever the cause, including the active or passive negligence of Smoky Mountain Off-Road Guide, their officers, agents and employees.

In consideration for being provided with this tour of the smoky mountains and or the surrounding forests, wooded areas and roadways, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless Smoky Mountain Off-Road Guide LLC, their officers, agents and employees, from any and all claims, demands, actions or suits arising out of or in connection with my participation in the tour of the smoky mountains and or the surrounding forests, wooded areas and roadways.

I further agree to release and hold harmless any damages or injuries to any minor children who accompany me on the tour conducted by Smoky Mountain Off-Road Guide LLC.

PLEASE PRINT CLEARLY

Name: _____

Address: _____

Phone: _ (____) _____ Vehicle _____

Description: _____

I HAVE CAREFULLY READ THIS “RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE” AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

Signature of participant (must be over 18 years of age)

Date

____ (Please initial) I authorized Smoky Mountain Off-Road Guide and its principals to use any photographs, videos or other images for advertising and promotional purposes.

____ (Please initial) I acknowledge that in the unfortunate case that my vehicle breaks while on a tour with Smoky Mountain Off-Road Guide LLC, while SMORG will do its best to trail repair the vehicle to proceed with the trip, I am responsible for any costs associated with such repair and/or recovery of the vehicle from a potentially remote area.