



NC FOOTHILLS JEEP TOURS

OFF-ROAD ADVENTURE TOUR WAIVER, ASSUMPTION OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT, MEDICAL AUTHORIZATION, AND MEDIA RELEASE



PLEASE READ CAREFULLY THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN RIGHTS, INCLUDING THE RIGHT TO FILE A LAWSUIT OR RECOVER DAMAGES FROM NC FOOTHILLS JEEP TOURS FOR ORDINARY NEGLIGENCE.



1. EXPRESS ASSUMPTION OF RISK

I understand and acknowledge that participation in off-road sightseeing, trail riding, backcountry exploration, transportation, and related activities involves inherent dangers and risks that cannot be eliminated regardless of the care taken by NC Foothills Jeep Tours.

Such risks include but are not limited to:

- Vehicle rollovers
- Vehicle collisions
- Mechanical failures
- Sudden braking or acceleration
- Rough terrain
- Rocks, mud, ruts, washouts, and erosion
- Water crossings
- Falling trees or limbs
- Wildlife encounters
- Severe weather conditions
- Slippery surfaces
- Remote locations
- Delayed emergency response
- Negligent acts of other participants
- Serious bodily injury
- Permanent disability • Death

I VOLUNTARILY ASSUME ALL KNOWN AND UNKNOWN RISKS.



2. ACKNOWLEDGMENT OF REMOTE CONDITIONS

I understand tours may occur on Brown Mountain OHV Trails, Hurricane Creek Trails, Forest Service Roads, remote mountain roads, and backcountry locations.

I acknowledge that:

- Cell phone service may be unavailable.
- Emergency medical response may be delayed.
- Rescue or vehicle recovery operations may require significant time.
- Weather conditions may change rapidly.



3. HEALTH AND FITNESS REPRESENTATION

I certify that I am physically and mentally capable of participating. I have disclosed any medical condition that could affect my safety including heart conditions, back or neck injuries, pregnancy, seizure disorders, severe anxiety disorders, mobility limitations, or any other condition affected by off-road travel.

NC Foothills Jeep Tours may refuse participation if safety concerns exist.



4. ALCOHOL, DRUGS, AND IMPAIRMENT

No participant may participate while impaired by alcohol, marijuana, illegal drugs, or prescription medications that impair judgment or coordination.

NC Foothills Jeep Tours may deny participation at its sole discretion. No refund shall be required.



5. PASSENGER SAFETY REQUIREMENTS

Participants agree to:

- Wear seat belts at all times.
- Remain seated while vehicle is moving.
- Follow all guide instructions.
- Keep arms, hands, feet, and objects inside the vehicle.
- Refrain from distracting the driver.
- Avoid horseplay and unsafe behavior.

Failure to comply may result in removal from the tour without refund.



6. RELEASE OF LIABILITY

I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE NC Foothills Jeep Tours, its owners, officers, employees, guides, contractors, volunteers, agents, landowners, vehicle owners, affiliates, successors, and assigns from any and all liability arising from participation in any activity.

This release includes claims arising from:

- Ordinary negligence
- Premises liability
- Property damage
- Personal injury
- Wrongful death

to the fullest extent permitted by North Carolina law.



7. NO GUARANTEE OF SAFETY

I understand that guides, drivers, and staff may take reasonable precautions to reduce risks. However, no guarantee of safety is made or implied. Risks cannot be completely eliminated.



8. INDEMNIFICATION

I agree to defend, indemnify, and hold harmless NC Foothills Jeep Tours from any claim, demand, lawsuit, loss, expense, attorney fees, or liability arising from:

- My actions
- My conduct
- My violation of tour rules
- Actions of members of my group



9. MEDICAL AUTHORIZATION

In the event of an emergency, I authorize emergency medical treatment deemed necessary.

I understand NC Foothills Jeep Tours is not providing medical insurance.

I accept full responsibility for all medical costs.



10. PHOTO AND VIDEO RELEASE

I grant permission for NC Foothills Jeep Tours to use photographs, videos, recordings, and likenesses of me and/or members of my group for advertising, social media, marketing materials, website content, and promotional purposes without compensation.

I do not consent to the use of my image or likeness.



11. PROHIBITED CONDUCT

The following are prohibited:

- Illegal drugs
- Intoxication
- Fighting
- Harassment
- Threatening behavior
- Weapons without authorization
- Disorderly conduct
- Disruptive behavior

Removal from the tour may occur without refund.



12. MINOR PARTICIPANTS

The parent or legal guardian signing below accepts all risks and obligations on behalf of any participating minor.

The parent acknowledges that they are waiving rights on behalf of both themselves and the minor child.



13. ATTORNEY FEES

Should any claim be brought contrary to this agreement and NC Foothills Jeep Tours prevails, participant agrees to reimburse all attorney fees, court costs, and related expenses to the extent permitted by law.



14. ENTIRE AGREEMENT

This document contains the entire agreement between the parties. Participant is not relying upon any oral statements or representations not contained in this agreement.



15. ELECTRONIC SIGNATURES

Electronic signatures shall have the same force and effect as original signatures.



16. GOVERNING LAW AND VENUE

This agreement shall be governed by the laws of North Carolina.

Any legal proceeding shall be brought exclusively in North Carolina.



17. SEVERABILITY

If any provision of this agreement is determined invalid or unenforceable, the remaining provisions shall remain in full force and effect.



18. TRADEMARK DISCLAIMER

NC Foothills Jeep Tours is an independent sightseeing and adventure tour company. NC Foothills Jeep Tours is not affiliated with Jeep®, FCA US LLC, Stellantis, the U.S. Forest Service, National Park Service, or any governmental agency unless expressly stated.

ACKNOWLEDGMENT

I HAVE CAREFULLY READ THIS AGREEMENT.
I FULLY UNDERSTAND ITS TERMS.
I UNDERSTAND THAT I AM WAIVING SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.
I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY.

PARTICIPANT NAME (PLEASE PRINT)	DATE OF BIRTH	I HAVE READ AND AGREE (SIGNATURE)	DATE

GROUP LEADER / PARENT OR GUARDIAN (If signing for participants under 18)

Printed Name: _____
Signature: _____
Date: _____
Phone: _____
Emergency Contact: _____
Emergency Contact Phone: _____

