

3451 Rocky Face Church Road
Hiddenite, NC 28636



Phone: (828)632-1093
www.rockyfacepark.com

General Participant Agreement, Waivers, and Release of Liability

In consideration of my (or my child's) participation in an activity/event at Rocky Face Mountain Recreational Area, I hereby voluntarily release, discharge, and agree to indemnify and hold harmless, on behalf of myself, my spouse, my children, my heirs, assigns, estate, or personal representatives, Alexander County, Alexander County Parks and Recreation Department, Rocky Face Mountain Recreational Area, their agents, assistants, officers, employees, volunteers, cosponsors and all other persons or entities acting in any capacity on their behalf from any and all claims, losses, injuries, and damages of any nature, including but not limited to, property damage and personal injury or death, attorneys' fees and costs, which may arise from, relate to, or result because of my (or my child's) participation.

Knowing that there are inherent risks, dangers, and rigors involved, I certify that I (or my child) am fully capable of participating and assume all risks of participation. I acknowledge and assume full responsibility for the known, unknown, and unanticipated risks including, but not limited to those which could result in physical or emotional injury, paralysis, death, loss or damage to personal property, to third parties, and any expenses arising out of my participation. Those risks may include, but are not limited to extreme weather conditions (ice, snow, extreme heat, extreme cold, thunderstorms), personal injury from operating tools or equipment, hazards of walking on uneven terrain, slips and falls, collisions, contact with poisonous plants, snake bites, insect bites/stings, contact with other wild or domesticated animals, hyperthermia, hypothermia, dehydration, among other risks that are of the nature and kind typically occurring in this environment.

I certify that I (or my child) have adequate insurance to cover any claim, injury or damage I (or my child) may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. Damage and/or destruction of property may result in repair and/or replacement fees billed directly to myself (i.e. the responsible party).

I further certify that I (or my child) have no medical, physical, or mental condition, which could interfere with my safety or the safety of others.

I (or my child) also agree to follow all rules, instructions, and safety guidelines provided by Alexander County, Rocky Face Mountain Recreational Area, and the above named parties, and understand that I (or my child) may be dismissed from the property, for refusing to follow those guidelines and instructions.

I (or my child) agree not to use alcohol, tobacco, or drugs that have not been prescribed by a medical doctor to treat a current medical condition, during the event, while on county property, or at any time that may affect my (or my child's) ability to participate in an event or activity.

I do hereby grant and give the groups listed above the right to use my (or my child's) photograph or image with or without my (or my child's) name, both singly and in conjunction with other persons or objects and presentations, advertising, publicity, and promotion relating thereto.

In the event of an accident or emergency that renders me unable to communicate (or for care of my child when I am unreachable), I grant my permission for any medical care, operations, and/or anesthesia, which might become necessary.

In all circumstances, Alexander County and/or Rocky Face Mountain Recreational Area retains full authority for final approval and denial of activity registrations and/or facility reservation requests.

Current and/or future participation in Rocky Face Park activities or events may be cancelled for the following items, including, but not limited to:

- Unseemly conduct including general disruptive behavior, inappropriate language or attire, and/or verbal/physical altercations
- Abuse of staff, program participants, property, or equipment
- Negligent or delinquent in remitting payment
- Use or possession of drugs and/or alcohol and/or tobacco
- Use or possession of weapons or other dangerous items
- Violating Rocky Face Mountain Recreational Area's Rules and Regulations and/or Camping Guidelines.

I have had sufficient opportunity to read this entire document. I have read Rocky Face Mountain Recreational Area's General Park Rules and/or Camping Guidelines and I agree to abide by those rules. My signature/acknowledgment of receiving this information is completely voluntary as is my (or my child's) participation in the activities or event. I fully understand that by signing/acknowledging, I give up legal rights that may otherwise be available to me. I have read and understood this document, and I (or my child) agree to be bound by its terms.

Parent or guardian must sign/acknowledge for those under age 18.

Name of Participant (PRINT) _____

Activity participating in: _____ **Dates Participating in Activity:** _____

Signature of Participant or Parent/Guardian if under 18: _____

Date Signed: _____

Emergency Contact:

Name: _____

Relationship to participant: _____

Address: _____

Telephone Numbers (home/work/cell): _____