

State of Tennessee
Fall Creek Falls State Park Agreement
Waiver of Liability and Release

This agreement is between the undersigned and The State of Tennessee, Division of State Parks.

Tennessee State Parks agrees to:

1. Provide the participant community programs designed to increase physical activity;
2. Provide staff to conduct the program. By accepting a place in the event, the participant understand that he/she must accept full responsibility for her/his choices, decisions and behavior in the program setting, and agrees to:
 - a. Inform himself/herself fully about the program, its activities and the expected risk involved in participation;
 - b. Participate fully in the program by assuming full legal responsibility for personal behavior;
 - c. Recognize that participation in the program is voluntary and that the participant must assume the inherent risk in the program, including, but not limited to, injury and illness; the participants by signing below, voluntarily assume full responsibility for any risks of loss, property damage or personal injury. These risks include, but are not limited to the following: Participants may slip or fall. Exposure to natural element can be uncomfortable or harmful. Temperature and weather extremes may result in sunburn, dehydration, heat exhaustion, heat stroke or the opposite- hypothermia. Poisonous or dangerous plants, insects or animals may cause injury or allergic reactions.
3. Supply the name, address, telephone number, and relations of an individual or individuals who will be responsible to make health care decisions for the undersigned in the event of absence of decisional capacity. If such person cannot be reached, the undersigned authorizes program staff or his/her representatives to act on the participants behalf in the event of a medical emergency;
4. Adhere to all standards of conduct and cooperate with all state park staff; **WE FURTHER AGREE TO HOLD HARMLESS AND INDEMNIFY THE STATE, ITS OFFICERS AND EMPLOYEES FOR ANY SUCH INJURY, DEATH, ILLNESS, DISEASE, PROPERTY DAMAGE OR EXPENSES ARISING FROM OR CONNECTED WITH PARTICIPATION IN THESE ACTIVITIES.**

The participants agree to release the State from any and all liability, claims, demands, actions and damage, or injury, including death, that may be sustained by the participant, while in this program unless caused by gross negligence. I have read, understand, and agree to comply with all of the above.

Signature_____ Date_____

Name (Print) _____

Parent/Guardians' Signature (if under 18)_____ Date_____

Name (Print) _____