

**SCALY MOUNTAIN OUTDOOR CENTER, LLC  
ASSUMPTION OF RISK DISCLOSURE NOTICE**

Scaly Mountain Outdoor Center, LLC (SMOC) offers outdoor activities and fun for the entire family. These activities include trout fishing (stocked pond), ice skating, and tubing runs. All of these activities are HAZARDOUS activities and have certain inherent risks which require the participants to be fully aware of their surroundings, including natural risks, other people, and manmade objects.

North Carolina is a Contributory Negligence state, which means that if an individual is injured, and they are partially at fault for their injury, they may not recover damages for the negligence of others, including that of Scaly Mountain Outdoor Center, LLC.

The following rules apply to all participants of the activities offered and must be followed so you may have an enjoyable time and avoid bodily injury or death.

1. No Horseplay. Always be aware of your surroundings.
2. Parents/Guardians must properly supervise their children.
3. No one under the influence of alcoholic beverages, or illegal substances may use the facilities.
4. Proper attire required while engaging in activities at SMOC, including shirts and close-toed shoes.
5. No swimming in the trout pond. There is no lifeguard present at the trout pond; be careful and keep a safe distance from the edge to avoid falling in or drowning.
6. Be careful while baiting hooks and casting fishing line so as not to hook yourself or others.
7. Only ONE rider per tube
8. Do not start on the tube run before ensuring that other tubers are at a safe distance
9. Always keep your hands and feet inside of tubing lift and run.
10. Do not rock tubes as this may cause the tube to flip over or skip off the run.
11. Always inspect equipment prior to use and return same to attendant for replacement to avoid injury.
12. All participants are responsible for proper care of equipment of SMOC and shall be charged for any damages caused to such equipment, or loss thereof.
13. Follow rules posted for ice skating
14. I understand all these conditions:  
Risks of injury to my body, including but not limited to falling, collisions, tripping, and loss of balance, hypothermia and falling of other participants.
15. I understand that Scaly Mountain Outdoor Center and their photographers will be taking images of the activities throughout the day, occasionally with small drones. I hereby irrevocably authorize Scaly Mountain Outdoor Center to use photographs of me and /or my family, publish (without me or my family member's names attached) the photographs, pictures, portraits, or images herein described in any and all forms and media and in all manners including composite images or retouched representations, and the purposes of publicity, illustration, commercial art, advertising, lawful uses as may be determined by the Outdoor Center. If you do not wish to participate, let us know when you get your lift tickets so we can mark them.

16. I further waive any and all rights to review or approve any uses of the images, any written copy or finished product. I am of full legal age and have read and fully understand the terms of this lease.

I agree to hold harmless and indemnify Scaly Mountain Outdoor Center, LLC, its agents, employees, and owners for any injuries or death suffered to me or others as a result of my negligence or contributory negligence. Failure to observe the rules, as well as failure to exercise reasonable care while engaging in activities at Scaly Mountain Outdoor Center shall be considered negligent behavior, and bar any recovery for damages from Scaly Mountain Outdoor Center, LLC.

Having read this form, I agree to exercise reasonable care and follow all the rules of SMOC. I understand that these activities are Hazardous, and freely and voluntarily assume all risks of bodily injury or death while engaging in such activities. This agreement is governed by the laws of North Carolina, and I voluntarily submit myself to the Jurisdiction of North Carolina and to the venue of Macon County for any possible legal actions. I agree that there have been no warranties or promises made by or on behalf of SMOC, express or implied, other than that which is contained in this form. I freely and voluntarily sign this document and understand the contents thereof. Please sign below to acknowledge WAIVER OF LIABILITY for myself and anyone under my guardianship.

NAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_ AGE: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

PARENT'S NAME (if under age 18): \_\_\_\_\_

Total # individuals on this waiver: \_\_\_\_\_

Print names: \_\_\_\_\_ Age: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PLEASE SIGN \_\_\_\_\_

TODAY'S DATE: \_\_\_\_\_