

**SUNSHINE'S ADVENTURES, LLC**  
**Nashville, TN**

**RELEASE OF LIABILITY**

Dear Participant:

This release of liability (the "Release") sets forth the terms of the agreement between

NAME: \_\_\_\_\_ ("you" or "Participant")

NAME: \_\_\_\_\_ ("you" or "Participant")

NAME: \_\_\_\_\_ ("you" or "Participant")

and Sunshine's Adventures, LLC (the "Company") in connection with the rental of certain campsites, equipment, cabin and watercraft including but not limited to inner tubes, canoes, kayaks, fat tire bikes, carriers, shelters, camp ware, accessories (the "Company Equipment") as well as shuttle chartering, group outings and private events. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you hereby agree as follows:

1. ASSUMPTION OF RISK.

a. You hereby affirm and acknowledge that you have been fully informed of the inherent hazards and risks associated with Company and the activities in which you are about to engage, including but not limited to:

- i. Changing water flow, tides, currents, wave actions and ship wakes;
- ii. Collision with other participants, the Company representatives, the Company Equipment, or any other man-made or natural objects;
- iii. Wind shear; inclement weather, lightning, variances and extremes of wind, weather and temperature;
- iv. Your sense of balance, physical condition, ability to operate, board, swim, and or follow directions;
- v. Collision, capsizing, sinking, or other hazard that may result in wetness, injury, exposure to the elements, hypothermia, impacts of the body upon the water, injection of water into my body and/or drowning;
- vi. The presence of flora, insects and various wildlife including marine;
- vii. Equipment failure or operator error;
- viii. Heat or sun-related injuries or illnesses including sunburn, sun stroke or dehydration; and
- ix. Fatigue, chill and/or reaction time and increased risk of accident.
- x. Exposure to illnesses including but not limited to COVID-19.

b. You hereby assume full responsibility for personal injury and lawsuit to yourself and (if applicable) your party members, and further release and discharge Company for injury, loss, damage, and lawful action arising out of your or your party's use of the Company and its operations and equipment, whether caused by the fault of yourself, your party, the Company, or other third-parties. You hereby

assume full responsibility for any and all privately owned property or personal equipment of any kind and its use thereof and release all liability of including but not limited to; damage, theft, loss, and lawful action from the Company.

2. CONDITION OF COMPANY EQUIPMENT UPON RETURN. You hereby agree to return the Company equipment to the designated return area clean and in the same condition as it was in when leased to you, excepting ordinary wear and tear. You shall be responsible for any and all damage caused to the Company equipment during the rental period. Company shall charge any repair amount to the credit card given at the time of rental to cover repairs. To the extent that damages to the Company equipment exceed the amount of a minor repair, rental shall be billed by the Company for the full amount of damages caused by the Participant during the rental period, including reasonable attorney's fees.

3. RELEASE OF LIABILITY, WAIVER OF CLAIMS. As consideration for being allowed to participate in the above-described activities, as well as use the Company facilities and the Company Equipment, you hereby agree as follows:

a. To waive and release any and all claims based upon the negligence, active or passive, with the exception of intentional, wanton, or willful misconduct that you may have in the future against the Company, its directors, officers, members, shareholders, agents, and other contractors (the "Company Parties") working on the Company's behalf; and

b. You hereby waive any legal defense that may arise as a result of any state or local law, regulation, and/or policy that may impact the enforceability of this Release.

4. LIKENESS. You hereby grant the Company the right and permission to use in perpetuity, my name, likeness, image, voice, recorded voice, appearance, statements, performance and/or testimonial(s) (collectively, "Appearance") in any manner and in any media, now known or later developed, throughout the world, at any time, for the purpose of advertising and publicizing the Company's products and services, without review, permission or compensation of any kind whatsoever. Company shall have complete ownership of any recording, product, copy, presentation or other material or file containing or featuring my Appearance, including copyright interests, and you acknowledge you have no interest or ownership therein.

5. ASSIGNMENT. Company shall have the right to assign this Agreement without your consent, provided that the Company remains secondarily liable hereunder.

6. REMEDIES. This Agreement shall be interpreted and construed in accordance with the laws of the State of Tennessee. The Artist shall not seek or obtain equitable or injunctive relief, it being agreed that money damages shall be a suitable remedy. Any claim or controversy arising out of or in relation to this Agreement shall be resolved by arbitration in accordance with the rules and procedures of the American Arbitration Association (AAA) before a single arbitrator in Nashville, Tennessee. The arbitrator will be instructed to award reasonable outside attorney's fees and arbitration costs to the prevailing party. The resultant decision shall be enforceable in any court having jurisdiction over the party to be bound thereby.

7. NOTICES. Notices hereunder shall be in writing, via email (if written confirmation may be obtained), facsimile (if written confirmation may be obtained), or certified mail. The date and time of confirmation (for facsimile or email) or certification shall be the date and time of such notice, unless such date and time do not fall between 9:00 a.m. and 5:00 p.m. (recipient's time zone) on a business day, in which case the date and time shall be deemed to be 9:00 a.m. on the next business day.

8. MISCELLANEOUS. This Agreement contains the entire understanding of the parties as to the subject matter hereof, and all prior Agreements as to such subject matter have been merged herein. You hereby acknowledge that you have had the opportunity to consult with counsel regarding this Agreement.

If any provision of this Agreement is invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect. This Agreement may not be altered in any way except by an instrument signed by the parties. This Agreement may be signed in counterpart (and/or facsimile and/or PDF), each of which shall be deemed an original, but all of which together shall constitute the Agreement. You have read and understand, and further agree to abide by the Company's instructions at all times, and specifically acknowledge that you have been trained in the safe use of the Company equipment to your complete satisfaction, and that you are physically and mentally able to participate in the activities in which you are about to engage.

ACCEPTED AND AGREED TO BY:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**THE FOLLOWING IS REQUIRED FOR PARTICIPANTS UNDER THE AGE OF 18:**

I, as parent or legal guardian of Participant, hereby warrant that I have read this Release in its entirety and fully understand its contents. I, as parent or legal guardian of Participant, am aware that this Release releases Company from liability and contains an acknowledgement of my voluntary and knowing assumption of the risk of injury or illness. I, as parent or legal guardian of Participant, further acknowledge that nothing in this Release constitutes a guarantee that any of the events will occur. I, as parent or legal guardian of Participant, have signed this document voluntarily and of my own free will.

ACCEPTED AND AGREED TO BY:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**CONTACT INFORMATION:**

**Phone:** \_\_\_\_\_.

**Email:** \_\_\_\_\_.

**Emergency Contact:** \_\_\_\_\_.

**Phone:** \_\_\_\_\_.