

Date: \_\_\_\_\_

Guides / Refs: \_\_\_\_\_

Paid in Full: \_\_\_\_\_

# of Participants: \_\_\_\_\_

Activity & Time: \_\_\_\_\_

GoPro / Shutter Fly: \_\_\_\_\_

**Explore Brown County, Valley Branch Retreat Inc., 2620 Valley Branch Road, Nashville, IN 47448**  
**Visitor Agreement (Including Assumption of Risks and Agreements of Release and Indemnity)**

Please read this document carefully. It must be signed by all adult (eighteen years and older) visitors to the premises of Valley Branch Retreat Inc. (known also as Explore Brown County and/or Paintball Valley and referred to in this agreement as "VBR"). If the visitor is a minor, at least one parent or legal guardian (parent or guardian being referred to in this document as "parent") must sign, as evidence of their agreement to these terms and conditions, for themselves and on behalf of the minor participant. In consideration of the services of VBR and access to its premises and facilities, I, an adult Participant or parent/guardian signing on behalf of a minor, acknowledge and agree as follows:

**Activities:** VBR programs include the following: boating (canoe, rowboat and paddle boat - swimming is not allowed); fishing, camping and hiking; off road mountain biking; paintball games; arrow tag games, staff guided ATV tours and harnessed hill climbing buggy (with roll cages) tours; staff guided canopy tours, including zip lines, sky bridges and rappelling; kangoo boot jumping; swing set and other playground equipment; overnight cabin use; and weddings and other private parties, music events, and other activities in the entertainment hall and on an outdoor stage. Visitors may be transported to activity sites by vehicles and trailers. These and other activities are described at the VBR website, [explorebrowncounty.com](http://explorebrowncounty.com) to which participants should refer for more complete descriptions of the activities and services offered.

**Risks :** The risks of these and other VBR activities include the following: The premises of VBR includes uneven and unstable rocky and wooded terrain, falling timber, cliffs, ravines, creek beds, old wells, crumbling embankments, unmaintained trails, bodies of water and dams; potentially harmful plants and animals, including snakes and other creatures which may bite or sting, and disease bearing ticks and mosquitoes; accidents in moving about the premises, on foot and otherwise, including collisions and falls, and being jostled about and even thrown from the vehicle, trailer, bike, ATV or buggy. Persons engaged in outdoor activities will be exposed to the forces of nature, including heat and cold, lightning and hail. Water activities will expose participants to the possibility of striking objects above and below the water, cold water immersion and drowning. The zip line canopy tour will expose participants to falls, collisions with structures and other participants and fears associated with heights. VBR and personal gear, equipment and structures may fail. Other participants and VBR staff may misjudge competencies and risks or otherwise act in a careless or negligent manner. Accidents or illnesses may occur in remote places, and medical or other emergency response may be significantly delayed. Certain activities, including the zip line/canopy tour, ATV, buggy and biking require at least moderate strength and endurance.

Participants must not engage in an activity if they have an emotional or physical condition which will cause them to be a danger to themselves or others. Participants are expected to fully inform staff prior to the beginning of an activity if they suspect any such condition exists. Parents/guardians and other adults are expected to carefully supervise children and/or other minors who accompany them to the premises. VBR reserves the right to exclude a visitor from participation for medical, safety, or any other reason.

*To the extent VBR qualifies as an Agritourism Provider under Indiana law, entitling it to limited liability, VBR is required by law to advise its visitors as follows:*

**WARNING: Under Indiana law, an agritourism provider is not liable for an injury to, or the death of, a participant in agritourism activities at this location if the death or injury results from the inherent risks of agritourism activity. Inherent risks of agritourism activities include risks of injury inherent to land, equipment, and animals as well as the potential for you to act in a negligent manner that may contribute to your injury or death, or for other participants to act in a manner that may cause you injury or cause your death. You are assuming the risk of participating in this agritourism activity. I.C. 34-31-9**

The risks described above and others are inherent in the activities of VBR and moving about its premises; that is, they cannot be eliminated without jeopardizing the nature and quality of the experience. Other risks, inherent and not and whether or not described above, will be encountered. The risks of the activities and the premises may result in physical and emotional trauma including scrapes and bruises, bites and stings, broken bones, sprains, neurological damage, and, in extraordinary cases, even death.

**Assumption of Risks:** I, an adult participant or parent/guardian of a minor, acknowledge and voluntarily assume all risks of participating in activities of VBR or being on its premises, inherent and not, and whether or not described above. If I am signing as a parent, I have discussed the activities and risks with my child or ward who wishes to participate nevertheless

**Release and Indemnity:** I, an adult participant, or, if the participant is a minor, parent (for myself and on behalf of the child, to the maximum extent allowed by law) hereby agree to release, indemnify and hold harmless (that is, defend and pay, including costs and attorneys' fees) VALLEY BRANCH RETREAT INC. and RHODEN LLC (the owner of the land on which VBR activities are conducted), and their respective owners, directors, officers members, employees and other staff, independent contractors and agents (the "Released Parties") from, and agree not to sue them for, any liability for claims that may arise out of or relate in any way to my visit to the premises of VBR, or participation in its programs and use of its grounds, facilities and equipment. The claims hereby released and indemnified include claims of negligence of a Released Party, but not claims of gross negligence or willful injury; and the indemnity obligation includes claims for losses suffered by me, or the child, or caused by me or the child I sign in behalf of.

**Other:** If I am an adult participant or Parent/ guardian signing in behalf of child I acknowledge and agree to the following additional provisions:

**Medical:** I hereby authorize and grant permission to VBR to secure emergency medical treatment for myself or, if my minor child or ward is the participant, for the child. I am, or the child is, covered by medical health insurance sufficient to provide for any medical costs that may be incurred, and in any event I agree to be responsible for such costs, including transportation.

**Media Release:** I consent to the reproduction and use by VBR of photographs, videos and other images and sound recordings of me, or the minor, without compensation, for advertising or other purposes.

**Dispute Resolution:** I, for myself and for the child, agree to engage in good faith efforts to mediate any dispute that might arise between me or the minor child and a Released Party. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims between the parties will be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. I agree that any dispute between a Released Party and a participant or Parent will be governed by the substantive laws (not including laws which might apply the laws of another jurisdiction) of the State of Indiana, and any proceeding related hereto shall take place only in Brown County, IN. **This agreement, which consists of these 3 pages, will apply to my, or the child's, participation in activities at VBR until and including December 31, 2018, unless earlier replaced or cancelled in writing. I have carefully read, understand and voluntarily sign this Agreement and acknowledge that it shall be effective and binding upon me, on behalf of my minor child who is a participant, and my, or the child's, family, heirs, executors, administrators and representatives. I agree that if any portion of this Agreement is held to be invalid, the balance of this Agreement shall continue in full force and effect.**

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<b>Participant's Signature</b>	<b>Date</b>	<b>Print Name</b>
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<b>Parent or Guardian Signature on behalf of the following Minor (s)</b>	<b>Date</b>	<b>Minor's Name</b>
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**Minor's Name**

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**Minor's Name**

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**Minor's Name**

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**Minor's Name**

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**Explore Brown County, Valley Branch Retreat Inc., 2620 Valley Branch Road, Nashville, IN 47448**  
**Visitor Agreement (Including Assumption of Risks and Agreements of Release and Indemnity)**

Under Indiana law, an agritourism provider is not liable for an injury to, or the death of, a participant in agritourism activities at this location if the death or injury results from the inherent risks of agritourism activity.

WARNING: Inherent risks of agritourism activities include risks of injury inherent to land, equipment, and animals as well as the potential for you to act in a negligent manner that may contribute to your injury or death, or for other participants to act in a manner that may cause you injury or cause your death. You are assuming the risk of participating in this agritourism activity. *As added by P.L.3-2011, SEC.1*

**I have been given an adequate amount of time to read the Valley Branch Retreat Inc./ Explore Brown County Visitor Agreement, including Assumption of Risks and Agreements of Release and Indemnification, composed of 2 attached pages and understand all of its terms. I sign it voluntarily and with full knowledge of its significance, I am 18 or older. I am knowledgeable of the RISK. I am the parent or guardian of the minor child (ren) listed below, and by signing on behalf of the minor I state that I have read the Agreement by Parent or Guardian of a MINOR Child (or Children) PLEASE PRINT All fields Are Required.**

**Company or Group Name (If Any)** \_\_\_\_\_ **Date** \_\_\_\_\_

Please list each participant's name, age and all current or past medical conditions that may affect the safety or well-being of Participant (s) or others: Each participant (or legal guardian of a minor) must sign by their printed name.

**1. Participant Name:** \_\_\_\_\_ **Age** \_\_\_\_\_ **Signature** \_\_\_\_\_

**Signature of Parent or Guardian on behalf of minor** \_\_\_\_\_

Medical Conditions? \_\_\_\_\_

**2. Participant Name:** \_\_\_\_\_ **Age** \_\_\_\_\_ **Signature** \_\_\_\_\_

**Signature of Parent or Guardian on behalf of minor** \_\_\_\_\_

Medical Conditions? \_\_\_\_\_

**3. Participant Name:** \_\_\_\_\_ **Age** \_\_\_\_\_ **Signature** \_\_\_\_\_

**Signature of Parent or Guardian on behalf of minor** \_\_\_\_\_

Medical Conditions? \_\_\_\_\_

**4. Participant Name:** \_\_\_\_\_ **Age** \_\_\_\_\_ **Signature** \_\_\_\_\_

**Signature of Parent or Guardian on behalf of minor** \_\_\_\_\_

Medical Conditions? \_\_\_\_\_

**5. Participant Name:** \_\_\_\_\_ **Age** \_\_\_\_\_ **Signature** \_\_\_\_\_

**Signature of Parent or Guardian on behalf of minor** \_\_\_\_\_

Medical Conditions? \_\_\_\_\_

**6. Participant Name:** \_\_\_\_\_ **Age** \_\_\_\_\_ **Signature** \_\_\_\_\_

**Signature of Parent or Guardian on behalf of minor** \_\_\_\_\_

Medical Conditions? \_\_\_\_\_

**7. Participant Name:** \_\_\_\_\_ **Age** \_\_\_\_\_ **Signature** \_\_\_\_\_

**Signature of Parent or Guardian on behalf of minor** \_\_\_\_\_

Medical Conditions? \_\_\_\_\_

**8. Participant Name:** \_\_\_\_\_ **Age** \_\_\_\_\_ **Signature** \_\_\_\_\_

**Signature of Parent or Guardian on behalf of minor** \_\_\_\_\_

Medical Conditions? \_\_\_\_\_