

This information is for those permit holders who require clients to sign Acknowledgement of Risk (Waivers of Liability) Forms.

Acknowledgement of Risk (Waivers of Liability) – NPS policy states that operators cannot require visitors (clients) to waive their right to hold Commercial Use Authorization (CUA) or Special Use Permit (SUP) holders responsible for actions.

1. The Holder **is not** permitted to require clients to sign a waiver of liability statement or form, insurance disclaimer and/or indemnification agreement.
2. The Holder is permitted to request or require clients to sign an acknowledgement of risk statement or form prior to participation.
3. The Holder may require or request a client sign a form or statement indicating that the client has certain prerequisite skills that may be required to participate in the commercial activity.
4. If the Holder uses an acknowledgement of risk form, a current copy of the form must be sent to the Office of Special Park Uses for written approval prior to issuance of the CUA or SUP. A CUA or SUP will not be approved if the Acknowledgement of Risk for is not approved by the park.

You may use this form to add your information in the appropriate spaces, however, please do not change the document text, as this will delay the approval of your permit while the form is reviewed.

If you have questions regarding this information please contact shawn_robinson@nps.gov in the Office of Commercial/Special Park Uses (304-465-6517).

VISITOR’S ACKNOWLEDGEMENT OF RISKS

In consideration of the services of _____ their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as “_____”) I agree as follows:

Although _____ has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, _____ has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. _____ does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

[description of risks]

I am aware that _____ entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of _____ has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

Signature

Date

Signature of Parent of Guardian, if participant is under 18 years of age

Signature

Date