

Nantahala Rafting Trip

TN WHITEWATER, LLCd/b/a WHITEWATER EXPRESS

Waiver and Release of Liability

Name: _____ Age: _____ Gender: M / F (circle one)

Group Name: _____ Group Leader: _____

Date(s) of stay at Whitewater Express: _____

In consideration of TN Whitewater, LLC furnishing services and/or equipment to enable me to participate in sponsored activities, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have (a) inherent risks, dangers, hazards, and such exist in my use of TN Whitewater, LLC equipment and my participation in such activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers, or agents of TN Whitewater, LLC, the Ocoee River Outfitters Association, the Tennessee Valley Authority, the State of Tennessee, and the United States; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature, or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail or river route location, and water level, risks of falling out of or drowning while in a raft, canoe, or kayak and such other risks, hazards, and dangers that are integral to recreational activities that take place in a wild mess, outdoor, or recreational environment; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of TN Whitewater, LLC, the Ocoee River Outfitters Association, the Tennessee Valley Authority, the State of Tennessee, or the United States, or by any other person. In addition, I hereby grant permission to TN Whitewater, LLC to make and use for promotion or other purposes, photographic records without recourse or compensation to me.

I, on behalf of myself, my personal representatives, and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify TN Whitewater, LLC, the Ocoee River Outfitters Association, the Tennessee Valley Authority, the State of Tennessee, and the United States, and its owners, agents, officers, and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, or otherwise which may arise out of my use of TN Whitewater, LLC equipment or my participation in TN Whitewater, LLC activities. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers, or employees of TN Whitewater, LLC, the Ocoee River Outfitters Association, the Tennessee Valley Authority, the State of Tennessee, and the United States.

The venue of any dispute that may arise out of this agreement or other-wise between the parties to which TN Whitewater, LLC or its agents is a party shall be either the City of Benton, Tennessee Justice Court or State Supreme Court in Polk County Tennessee.

I HAVE READ THE ABOVE WAIVER AND RELEASE. BY SIGNING IT, I AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE TN WHITEWATER, LLC, THE OCOEE RIVER OUTFITTERS ASSOCIATION, THE TENNESSEE VALLEY AUTHORITY, THE STATE OF TENNESSEE, AND THE UNITED STATES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Signature: _____

Date: - / - - - -

Parent/Guardian Signature (if under 18): _____

Date: _ _ _ _

Horseback: Helmets are available; use is required for all Scouts and all others under 18 years of age. Closed-toe shoes must be worn. For the health and safety of our horses, a weight limit of 260 pounds must be adhered to.

Mountain Biking: Helmets are provided and required. Closed-toe shoes must be worn.

Paintball: ADDITIONAL RELEASE REQUIRED

A protective mask is provided and required; long pants and sleeves are suggested. A top-quality gun, CO2, and 200 paintballs are provided for each participant. Additional paintballs can be purchased in advance or on the field; we cannot allow individuals to bring their own paintballs. You are welcome to bring your own gun; we will gladly calibrate it to our course requirements.



River Rafting: An approved PFD, helmet, and paddle are provided and required. Safety instructions will be given prior to each river trip. Shoes must be able to stay on your foot; no flip-flops.

Ocoee rafters must be 12 years old or older!

High Ropes/ Swing, & Challenge Course: Both High and Low elements are available. Closed-toe shoes are strongly encouraged.

WEX Form No. 5001(Rev 2015-09)

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PARTICIPANT WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION

In consideration of Carolina Outfitters, Inc. furnishing services and/or equipment to participate in the activities or events I understand, acknowledge and agree that:

- THERE ARE SIGNIFICANT INHERENT RISKS, DANGERS, AND HAZARDS COMMONLY ASSOCIATED WITH MY PARTICIPATION IN WHITEWATER RAFTING ACTIVITIES**, both known and unknown, including, but not limited to drowning, hypothermia, fractures, partial or complete paralysis, injuries from being thrown from the boat, being struck by branches or overhanging tree limbs, river obstructions, foot entrapment in rocks in the river bed, paddle blows, bee stings, or animal bites, and disease, any of which could cause serious disability or death. The risks and dangers may be caused by the negligence of the owners, guides, employees, officers or agents of Carolina Outfitters, Inc, the United States of America, or the U.S. Forest Service; the negligence of the participants, negligence of others, accidents, forces of nature, or other causes. The risks and dangers may arise from guide or personnel decision-making, including, but not limited to that a guide or other personnel may misjudge terrain, weather, river conditions, water levels, and river navigation routes, as well as other risks, hazards, and dangers, both known and unknown, that are inherent to the recreational activities.
- I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS AND DANGERS, AND HAZARDS, both known and unknown, AND ALL RESPONSIBILITY FOR ANY LOSSES AND/OR DAMAGES EVEN IF THEY ARE CAUSED IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CAROLINA OUTFITTERS, THE UNITED STATES OF AMERICA, THE UNITED STATES FOREST SERVICE and/or by any other person, and I ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.**
- I willingly agree to comply with terms and conditions for participation. I certify that any child participating weighs at least 60 pounds, or is at least 7 years of age; I am not, and will not be under the influence of drugs or alcohol on the premises or during my participation; I will wear my life jacket properly fastened, and closely fitted at all times on or near the river, I will inspect all rafting equipment and I will use only equipment in good condition during and for this expedition, and if I observe any significant hazard during my participation, I will remove myself from participation, and report it to the managers as quickly as possible. I will accept full financial responsibility for any damage to, or loss of rafting equipment while it is in my possession or control. I understand that whitewater rafting is a very strenuous physical, emotional, and mental activity and that I am in adequate physical and mental condition and that I have no limitations to my participation in the sport. I agree that I will be traveling on my own on the river without the support or supervision of Carolina Outfitters, and agree that this endeavor is not a joint venture but that it is and shall be considered an individual participation in the sport, and that there are no lifeguards on the river. I grant Carolina Outfitters, Inc. permission to use my photographs.
- I agree that I will be obligated and responsible for a \$100,000.00 penalty fee which I agree to be assessed automatically against me in the event that I or my respective heirs, assigns, personal agents or beneficiaries institute or attempt to seek legal recourse against any party, person, or entity unto which this document is given. I agree that the venue for any dispute that may arise out of this agreement to which Carolina Outfitters, Inc. or its agents is a party shall be in Bryson City, N.C.
- I agree that each item of the contract stands independently, and that if one item should be ruled against by a member of a legal court, all the others items will remain effective.
- I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, **HEREBY RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY THE UNITED STATES OF AMERICA, THE UNITED STATES FOREST SERVICE, AND CAROLINA OUTFITTERS, INC.**, its owners, agents, officers, and employees, and other participants, sponsors, advertisers, and, if applicable owners and lessors or premises used to conduct the event (RELEASEES), from any and all claims, actions, demands, losses, and/or liability arising from or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, that I may have presently or in the future to the fullest extent permitted by law.
- I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND THAT I AM RELEASING, DISCHARGING, AND WAIVING ANY CLAIMS OR ACTIONS THAT I MAY HAVE PRESENTLY OR IN THE FUTURE for the negligent acts or other conduct by the owners, agents, officers, or employees, or associates of the United States of America, United States Forest Service, and Carolina Outfitters, Inc. I AGREE TO TRAVEL THROUGHOUT THE TENURE OF THE ACTIVITY AT MY OWN RISK. IT IS MY INTENTION TO EXEMPT, RELIEVE, HOLD HARMLESS, AND INDEMNIFY The United States Government, United States Forest Service, and Carolina Outfitters, Inc. their owners, agents, officers, employees, and associates (RELEASEES) FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Participants Signature (SEAL)

Print Name

Age

Date

For parents/guardians of participant of minor age (under age 18 at time of registration):

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, personal agents, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these activities or programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law.

Parent/Guardian Signature (SEAL)

Date

Emergency Phone