

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:

- 1.) **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.
- 2.) **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.**
- 3.) 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.
- 4.) 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.
- 5.) 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.
- 6.) 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 out of 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.
- 7.) **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