

## Read Carefully - Waiver and Release of Liability

In consideration of Adventures Unlimited, the United States, Tennessee Valley Authority, Ocoee River Outfitters Association, Hiwassee Outfitters and the State of Tennessee furnishing services and/or equipment to enable me to participate in whitewater boating, bus/van transportation or other conveyance, nature and wilderness trips, climbing wall and other adventure activities, I agree as follows:

I fully understand and acknowledge that: (a) outdoor recreational activities have inherent risks, dangers and hazards and such exists in my use of whitewater river and/or climbing equipment and my participation in whitewater rafting / boating, bus/van transportation or other conveyance, nature and wilderness trips, climbing wall and other adventure 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 Adventures Unlimited, 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 wilderness, outdoor or recreational environment and transportation to and from such activity sites, 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 Adventures Unlimited, the United States, Tennessee Valley Authority, Ocoee River Outfitters Association, Hiwassee Outfitters, the State of Tennessee, or by any other person.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Adventures Unlimited, the United States, Tennessee Valley Authority, Ocoee River Outfitters Association, Hiwassee Outfitters, the State of Tennessee, and their owners, agents, officers, guides and employees, and owners and/or lessors of premises used to conduct the activity from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of service or otherwise which may rise out of my use of whitewater river and/or climbing equipment and my participation in whitewater rafting /boating, bus/van transportation or other conveyance, nature and wilderness trips, climbing wall and other adventure 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 owners, agents, officers or employees of Adventures Unlimited, the United States, Tennessee Valley Authority, Ocoee River Outfitters Association, Hiwassee Outfitters and the State of Tennessee, and owners and/or lessors of premises used to conduct the activity.

If I am a parent of a child participating in the use of whitewater, river and/or climbing equipment and/or participation in whitewater rafting/boating, bus/van transportation or other conveyance, nature and wilderness trips, climbing wall and other adventure activities, I specifically agree to hold harmless and indemnify Adventures Unlimited, the United States, Tennessee Valley Authority, Ocoee River Outfitters Association, Hiwassee Outfitters, the State of Tennessee, and their owners, agents, officers, guides and employees and, owners and/or lessors of premises used to conduct the activity, against any claims or actions. My child is in good health and is at or above the minimum age stated by Adventures Unlimited for each activity in which he/she will participate. I understand that strenuous physical exertion may be required and my child has no known physical disabilities or health problems that will present any risk to his/her participation in the activities.

I permit the use of any photos, slides, films or sketches taken of me or my child during the day's activities for publicity, advertising, promotion or other commercial purpose.

**I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE: IT IS MY INTENTION TO EXEMPT AND RELIEVE ADVENTURES UNLIMITED, THE UNITED STATES, TENNESSEE VALLEY AUTHORITY, OCOEE RIVER OUTFITTERS ASSOCIATION, HIWASSEE OUTFITTERS, THE STATE OF TENNESSEE, AND THEIR OWNERS AGENTS OFFICERS, GUIDES AND EMPLOYEES, AND OWNERS AND/OR LESSORS OF PREMISES USED TO CONDUCT THE ACTIVITY FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.**

Signature \_\_\_\_\_ Age \_\_\_\_\_ Today's Date \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

**If participant is under 18 years of age at the time of registration:**

Parent or Guardian Name (print) \_\_\_\_\_

Signature of Parent or Guardian \_\_\_\_\_