

WAIVER AND RELEASE OF LIABILITY (Please Read Carefully)

In Consideration of Rockin' River Adventures furnishing services and equipment to enable me to participate in Rockin' River Adventures activities, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities, including kayaking and tubing on the Catawba River, have: (a) inherent risks, dangers and hazards and such exists in my use of Rockin' River Adventures equipment and my participation in Rockin' River Adventures 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 Rockin' River Adventures; 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: agent decision-making, including that an agent may misjudge terrain, weather, trail or river route location, and water level, risks of falling out of or drowning while in a kayak or tube and other such risks, hazards and dangers that are integral to recreational activities and/or use of equipment, including the use of kayaks and tubes on the Catawba River. I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused whole or in part by the negligence or other conduct of the owners, agents, officers or employees of Rockin' River Adventures, or by any person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Rockin' River Adventures 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 Rockin' River Adventures equipment or my participation in Rockin' River Adventures 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 Rockin' River Adventures. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Rockin' River Adventures or its agents is a party shall either be the Circuit Court, State or District Court in York County, SC.

I permit the use of any photos, slides, films or sketches taken during the days' 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 ROCKIN' RIVER ADVENTURES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

SIGNATURE

AGE

DATE

NAME (PRINTED)

GROUP NAME

CELL PHONE NUMBER

STREET ADDRESS

CITY

STATE

ZIP

Emergency Contact (name)_____

Phone_____