

# NANTAHALA RIVER

## **APPALACHIAN RIVERS RAFT CO. INC. RELEASE OF LIABILITY – READ BEFORE SIGNING**

In consideration of Appalachian Rivers Raft Co. Inc. furnishing services and/or equipment to enable me to participate in whitewater activities, I agree as follows:

I fully understand and acknowledge that outdoor activities have:

(A) Inherent risks, dangers and hazards and such exist in my use of Appalachian Rivers Raft Co. Inc. equipment and my participation in whitewater 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, and 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 Appalachian Rivers Raft Co. Inc., 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 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

(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 Appalachian Rivers Raft Co. Inc. or by any other person, or United States Government (U.S. Forest Service) or Duke Energy, Co. I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to and do hereby release, waive, discharge, hold harmless, defend and indemnify Appalachian Rivers Raft Co. Inc. 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 Appalachian Rivers Raft Co. Inc., equipment or my participation in whitewater 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 Appalachian Rivers Raft Co. Inc. or United States Government (U.S. Forest Service) or Duke Energy, Co. The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which Appalachian Rivers Raft Co. or its agents is a party shall be in the County of Macon and jurisdiction for trial thereof shall be in the Macon County Courts, Superior Court Division. I also release any photos which may be taken of me to be used at the discretion of Appalachian Rivers Raft Co. Inc. I relinquish my rights to any compensation for the use of said photographs in advertising or promotional displays.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE APPALACHIAN RIVERS RAFT CO. INC., FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

\_\_\_\_\_  
**PRINT PARTICIPANT NAME**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE OF PARTICIPANT**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**PHONE #**

\_\_\_\_\_  
**AGE**

\_\_\_\_\_  
**WEIGHT**

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY 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 for all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

\_\_\_\_\_  
**PARENT/GUARDIANS SIGNATURE**

\_\_\_\_\_  
**(PRINT NAME)**

\_\_\_\_\_  
**DATE**