

Chattooga Whitewater Outfitters Participant Liability Waiver and Rental Agreement

In consideration of the opportunity to rent equipment and/or participate in activities offered by Chattooga Whitewater Outfitters (CWO), I _____ (*print name of participant*), understand, acknowledge and agree as follows:

A. Activities Hazards and Risks

The services of CWO may include renting equipment and providing guide assisted trips by raft, tube, canoe or kayak (collectively referred to as watercraft). Activities associated with these services may include travel by water, swimming, wading, hiking climbing on rocks & slopes, camping, portaging and travel to & from activities.

The hazards and risks (together referred to as "risks") of the use of watercraft include the following: entering, exiting and operating the watercraft; water conditions subject to rapid change including as fast, deep, cold conditions; objects that may be encountered in and out of the water and which may not be obvious including debris, trees, rocks, boulders, dams, bridges, and other hazards; the watercraft may overturn, swamp or sink and occupants may become separated from the craft, feet and other parts of the body may become entrapped in or under rocks or other objects; participants may strike or be struck by objects, other watercraft and other persons in and outside of the watercraft.

Risks of other activities include those associated with camping, hiking and moving on and over terrain including the shoreline which may be unstable, steep, slippery and where rocks, trees and other objects may fall; animals including poisonous reptiles, plants or insects may cause harm or allergic reactions; swimming in unfamiliar surroundings may cause entrapment, injury or drowning; other risks include errors in judgment of CWO staff and other Participants including improper assessment of capabilities and conditions pertaining to the activity; certain activities may be instruction and designed to extend the skills of participants; equipment may be misused or may fail because of manufacturing defects or otherwise; collisions may occur while traveling to and from the activities; the activities are subject to the unpredictable forces of nature including exposure to rain, sun, cold, wind, hail, lightning, flash floods and other such phenomena; activities may take place in remote places, significantly delaying emergency medical care and evacuation.

Alcohol and other substances will impair judgment and reduce a Participant's ability to effectively manage the risks of water travel, camping and land activities. Therefore **alcohol and other illegal substances are not permitted** by the participants. Participants should inspect unfamiliar rapids and other hazards before attempting to pass through or over them. The Participant should always wear a fastened life jacket (personal floatation device), helmet, and footwear which will provide protection from sharp objects and which will minimize the risk of foot entrapment. Failure to adhere to these safety precautions may result in injury or death.

B. Acknowledgement and Assumption of Risks

I, the Participant, and the parent or guardian of a minor Participant, acknowledge and understand that the description of activities and risks above is not complete and that all activities, whether or not described, may be dangerous and may include risks which are inherent and cannot be reasonably avoided without changing the nature of the activity. Participation in the activities can cause bites, stings, allergic reactions overexertion, heat stroke, hypothermia, illness due to contaminated water, burns, cuts, bruises, strains, broken bones, and other injuries or illnesses. Property loss and serious injury and death, including by falling and drowning are possible.

I, the Participant, and the parent or guardian of a minor Participant, accept full responsibility for determining one's own medical, physical, qualifications or suitability for participating in activities. CWO is not responsible for the water conditions, routes, camp sites, or other activities of renters of its equipment.

I, the Participant, and the parent or guardian of a minor Participant, understand the nature of the CWO services and associated risks. I acknowledge and expressly assume all risks of the activities whether or not described above, known or unknown and inherent or otherwise. I take full responsibility for any injury or loss, including death, which I or a minor child for whom I sign, may suffer, arising in whole or part out of such activities.

C. Agreements of Release and Indemnification

I, the Participant, and the parent or guardian of a minor Participant release the provider, its employees, contractors, volunteers, directors and owners ("Released Parties") from any and all claims of injury or loss which

I, or the minor child for whom I sign, may suffer, arising out of or in any way related to enrollment and participation in the activities of CWO or the use of its equipment. Neither I, the minor child for whom we are signing, nor anyone acting on our behalf, will bring suit or otherwise assert any claims against a Released Party.

I will indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorney's fees) each Released Party from any claim of liability including one brought by or for a minor child from whom I sign, as co-participant in any of the activities of CWO, a rescuer, a family member or anyone else asserting a loss arising from participation in activities of CWO or the use of its equipment.

The agreements of release and indemnification above include claims arising in whole or in part from negligent (but not grossly negligent, reckless or intentionally wrong) acts or omissions of Released Parties and all other claims including for personal injury, wrongful death, property damage, products liability, breach of contract or warranty, or otherwise. The agreements are intended to be enforced to the fullest extent allowed by law and and to be binding on me as the Participant or parent/guardian of a minor Participant, individually and on behalf of the minor for whom I sign.

D. Medical Assistance and Additional Provisions

In the event of an injury associated with this activity, I authorize CWO to provide or obtain for me, or the minor child for whom I sign, such medical care as it considers necessary and appropriate, and I agree to pay all costs associated with the rescue, care and transportation incurred on my/our behalf.

Any dispute between CWO and me, minor child for whom I sign, or anyone acting on my behalf will be governed by the laws of the State of South Carolina and any mediation or suit shall take place only in that State, in Oconee County. If any dispute cannot be resolved by mutual agreement, I agree to submit to a mediator recognized by the Courts of the above State and County. I agree to pay for all costs and attorneys' fees incurred by CWO in defending a claim or suit brought by me, or minor child for whom I sign, if the claim/suit is withdrawn or the extent a court or mediator determines that CWO is not responsible for the claimed injury or loss.

E. Contact Information and Signature

I have read the above statements regarding the risks, responsibilities and fees associated with this activity and after careful consideration I voluntarily enter into this agreement by signing below. I accept responsibility for all equipment rented and acknowledge the penalty fees and any replacement costs to missing equipment as signed by the Trip Leader. I understand and that by signing this form I may be waiving valuable legal rights. This contract is binding to the fullest extent of the law and the terms cannot be amended except in writing.

Participants Signature and Date	
Participants Printed Name & Age	
Street Address	
City, State, ZIP	
Primary Phone #	
Emergency Contact Name & Phone #	

For Parents/Guardians of Participants Under Age 18

I certify that I, as Parent/guardian with legal responsibility for this participant, I have read the above statements and do consent to his/her release as provided above 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.

Print Name _____ Parent/Guardian Signature _____ Date _____