

# READ CAREFULLY

## RELEASE, ASSUMPTION OF RISK and INDEMNITY AGREEMENT

I, the undersigned, acknowledge that, directly or indirectly, I have requested that I or the minor identified below be allowed to participate in certain activities and allowed to utilize certain services provided by **Extreme Expeditions of West Virginia, Inc.; Rivers; Appalachian Wildwaters; USA Raft; and/or River Expeditions, Inc.**, all of which, along with any commonly owned, related, parent or subsidiary corporations and entities, including providers of food, beer, or other products, their owners, officers, directors, agents, and employees, whether or not separately identified herein, and/or any successor and/or assignee, are hereafter collectively referred to as "**Outfitter.**"

I acknowledge that Outfitter may have also been requested to arrange for me or the minor identified below to participate in activities or utilize services provided by other persons, businesses, or entities and acknowledge that Outfitter has made no representation whatsoever as to the safety or quality of those activities or services but has only made arrangements for my or the minor's participation in those activities or use of those services as an accommodation to me at my request.

**I understand and accept that I am about to engage in activities that pose substantial risks of physical injury and/or death, disease or illness and/or damage to or loss of personal property**, as the result of exposure; the hazards of travel over and through rough terrain and on public or private roads; the hazards of traveling on turbulent, fast, and cold whitewater rivers and streams; jumping, diving, or being thrown into the water; risks inherent in attempting to navigate whitewater rivers such as striking rocks and other obstructions, rafts and boats being flipped by standing waves or turbulent waters; risks arising from the improper or incorrect use of paddles, oars and other boating equipment; and other unnamed but foreseeable risks related to whitewater activities; the risks of injuries by insects, animals or reptiles; the risks that injuries may occur in remote areas without adequate medical facilities; the risks of travel by air, train, automobile, truck, bus, horse, bicycle, ATV, and/or other conveyance while traveling to or from any activity site or participating in any activity; the risks and dangers from the use of the campground or other facilities; the risk of negligence, gross negligence, and/or bad judgment on the part of the Outfitter, other providers and/or other participants; and the risks arising from defects in equipment or products. I understand that I am subject to even greater risk on and about the Gauley River because of higher water flow, steeper gradient (greater drop per mile), inaccessible locations, and the difficult and dangerous surrounding terrain. I also understand and accept the greater risk in Wildside and/or Extreme Wildside rafting activities because of the smaller rafts used and the more hazardous whitewater conditions encountered. I represent that I am in good physical condition and health and am able to safely participate in the requested activities.

**In consideration of and as part payment for my right or that of the minor identified below to participate in such activities and utilize such services, I PERSONALLY do hereby, to the greatest extent permitted by law, ASSUME all of the reasonably related and foreseeable risks, whether or not specifically identified herein, of all the activities and services in which I participate or which I use; RELEASE the Outfitter from any and all liability, including but not limited to liability arising from negligence, gross negligence and/or willful and wanton conduct; and, will INDEMNIFY and hold the Outfitter harmless from any and all liability, claims, and demands of every kind and nature whatsoever which I or the minor identified below may ever have arising, directly or indirectly, from participation in any and all such activities or using such services, including Outfitter's defense costs and expenses and/or the cost of any medical or other expenses incurred for my or such minor's benefit.**

I consent to the use by the Outfitter of photographs and video recordings made of me or the minor identified below while participating in such activities or using such services without further compensation and agree that all such materials including negatives, are the sole property of the Outfitter.

I agree that the exclusive venue of any suit or claim against the Outfitter for any reason whatsoever shall be the Magistrate or Circuit Courts of Fayette County, West Virginia; consent to the jurisdiction of such Courts as to any action against me to enforce this Agreement; agree that this Agreement is to be enforced in accordance with the law of the State of West Virginia; and agree that if any part of this Agreement is found to be invalid that all other portions shall be fully enforceable.

No representations contrary to the above have been made to me or, if made, such representations are not relied upon by me in any way; have not affected in any way my decision to participate or allow the minor identified below to participate in any activity or utilize any service; and have not affected in any way my intention to release, assume risk or indemnify the Outfitter as stated above.

**Adult Signature X** \_\_\_\_\_ **Date** \_\_\_\_\_

### FOR PARTICIPANTS UNDER THE AGE OF 18

I, the minor whose name appears below, have read or had my parent or legal guardian read this Agreement on both sides of this document and agree to all of the terms and conditions:

**Minor's Signature X** \_\_\_\_\_ **Date of Birth** \_\_\_\_\_

### PARENT/LEGAL GUARDIAN PERMISSION FOR MINOR TO PARTICIPATE:

Having legal authority to do so, I give the above minor permission to participate in the activities offered by or arranged through the Outfitter, give the Outfitter permission to provide medical treatment or authorize such treatment in case of emergency or accident; and, will indemnify and hold harmless the Outfitter as stated in this document for any legal claims made by or on behalf of the said minor.

**Parent/Legal Guardian Signature X** \_\_\_\_\_ **Date** \_\_\_\_\_

(Relationship to Minor) \_\_\_\_\_

**SEE THE REVERSE SIDE OF THIS DOCUMENT**

