

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Ocoee Outdoors, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as Ocoee), I hereby agree to release and discharge Ocoee on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that whitewater rafting entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: (1) paddling the raft, swimming in the river (voluntarily and involuntarily), hiking along river banks and jumping into the water; (2) capsizing rafts which throw people into the river; collisions with other participants, rocks, trees, or the raft; accident or illness in remote places without medical facilities, forces of nature, wild or domestic animals, falling rocks, hypothermia, and travel by air, automobile, bus, van, or other conveyances; (3) the acts or omissions of Ocoee; (4) latent or apparent defects of conditions in equipment, properly supplied by Ocoee, or other persons or entities; (5) acts of other participants in this activity, employees and agents of Ocoee, or other persons or entities; (6) weather conditions which may be extreme and change rapidly without warning; (7) contact with plants or animals; (8) my own physical condition, or my own acts or omissions; (9) first-aid, emergency treatment, or other services rendered; (10) consumption of food or drink. Furthermore, Ocoee guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Ocoee from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Ocoee's equipment or facilities, including any such claims which allege negligent acts or omissions of Ocoee.
4. Should Ocoee or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. I hereby grant permission to Ocoee Outdoors, Inc. to make and use for promotion or other purposes, photographic records without recourse or compensation to me.
7. In the event that I file a lawsuit against Ocoee Outdoors, I agree to do so solely in Bradley County, Tennessee, and I further agree that the substantive law of the state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, that remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Ocoee on the basis of any claim from which I have released them herein, I have had sufficient opportunity to read this entire document. I have understood it, and I agree to be bound by its terms.

Signature of Participant: \_\_\_\_\_

PLEASE PRINT CLEARLY

Print Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (Minor's name) being permitted by Ocoee to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Ocoee from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

# WE GO RAIN OR SHINE!