

ENDLESS RIVER ADVENTURES
WAIVER AND RELEASE OF LIABILITY – OCOEE RAFT TRIP

Reservation Name _____ Date of trip _____

IN CONSIDERATION OF ENDLESS RIVER ADVENTURES, INC FURNISHING SERVICES AND/OR EQUIPMENT TO ENABLE YOU TO PARTICIPATE IN THIS GUIDED RAFT TRIP AND VEHICULAR TRANSPORTATION TO AND FROM SUCH ACTIVITY SITES, THE UNDERSIGNED:

1. Agrees that prior to participating in this activity, I will inspect the facilities, equipment, and transportation to be used, and if I believe anything is unsafe, I will refuse to participate.
2. Acknowledges and fully understands that I am engaging in an activity that involves risk of serious injury, including bodily injury, such as strains, fractures, partial and/or total paralysis; disease; death; and possible severe social and economic losses.
3. Acknowledges that these risks and dangers may result not only from my own actions, inactions or negligence, but also the actions, inactions or negligence of the owners, employees or agents of Endless River Adventures, the State of Tennessee, the United States of America, Ocoee River Outfitters Association and the Tennessee Valley Authority; other participants; accidents; the forces of nature; or other causes.
4. Acknowledges and understands that risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to guide decision making, including that a guide may misjudge terrain, weather, trail or river route location and water levels or demonstrate negligence; risks of falling out and drowning while on the raft trip; and such other risks, hazards and dangers that are integral to recreational activities that take place in a outdoor or recreational environment, and transportation to and from such activity sites. Further, that there may be other risks not known to me or not reasonably foreseeable at this time.
5. Assumes all the foregoing risks and dangers and accepts personal responsibility for any losses and/or damages following such injury, permanent disability or death.
6. On behalf of myself, my personal representatives and my heirs hereby voluntarily discharge and covenant not to sue Endless River Adventures, Inc., its owners, agents, officers and employees, the State of Tennessee, the United States of America, Ocoee River Outfitters Association and the Tennessee Valley Authority from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or income, or otherwise which may arise out of my participation in this whitewater activity presently or in the future.
7. OWNERSHIP OF IMAGES: Any reproduction of any video footage, digital likeness and image produced in connection with this agreement is prohibited without specific written consent of Endless River Adventures. The parties agree that Endless River Adventures may reproduce, publish or exhibit a judicious selection of such videos and/or photographs as samples of video to be shown to prospective clients, and for instructional or institutional purposes, advertising and marketing consistent with the highest standards of taste and judgment. Client agrees to hold Endless River Adventures harmless against any and all claims arising from any published video footage, digital likeness and images.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____
Participant's Signature _____ Age _____ Date _____

Signature of Parent or Responsible Adult (for minors): _____

Printed Name of Participant: _____

Address of Participant: _____

City: _____ **State:** _____ **Zip:** _____

Participant's Phone: HOME ____ / ____ - ____ **CELL** ____ / ____ - ____

Email _____

Emergency Contact Name: _____ **Phone:** ____ / ____ - ____