

OCOEE RIVER
ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT

ASSUMPTION OF RISK: I understand and accept that whitewater rafting exposes me to many hazards and participating in an Ocoee River whitewater trip entails unavoidable risk of death, personal injury and loss of or damage to property. I also understand I should be in good physical health to participate in a whitewater paddling trip. I choose to participate in this trip in spite of these risks and hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of my participation in such a trip. I fully understand that I will be traveling at my own risk.

WAIVER AND RELEASE: In consideration of Nantahala Outdoor Center, Inc. (NOC) furnishing services to enable me to make this rafting trip, I specifically release and forever discharge NOC and its officers, agents, and employees from any and all liability or claims for any injury, illness, death or loss of or damage to property which I may suffer while participating in this whitewater rafting trip. This release and discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of NOC or its officers, agents, or employees. It is my intent by the Waiver and Release to release NOC and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of NOC or whether based upon breach of contract, breach of warranty, or any other legal theory.

In signing this document, I fully recognize that if injury, illness, death or damage occurs to me while I am engaged in this rafting trip, I will have no right to make a claim or file a lawsuit against NOC or its officers, agents or employees, even if they or any of them negligently cause my injury, illness, death or damage.

- I understand that I and anyone for whom I sign as a parent or guardian must meet the following minimum age requirements: Upper Ocoee, thirteen (13) years old; Middle Ocoee, twelve (12) years old.
- I understand that NOC encourages guests to have their own medical insurance.
- I hereby grant NOC the right to take and utilize photographs of me participating in these activities for the purpose of promotion and advertising.

I further agree to indemnify and hold harmless the United States, TVA, the State of Tennessee and their respective agents, servants and employees from any and all claims, demands, actions and judgments arising at any time out of or in any way connected with my use of the Ocoee River and activities incidental thereto.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THIS IS AN ASSUMPTION OF RISK, WAIVER AND A RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY. I ALSO UNDERSTAND THAT I SHOULD NOT AND MAY NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.

Date: ____/____/____
Trip Time: _____
Section (Check One): ____ Upper ____ Middle ____ Both

<i>For NOC use only</i> Resv Party Name: _____ Account Number: _____ Number in Group: _____
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TERM: (Please check one) **FIRST TERM** (June 16 – July 11) or **SECOND TERM** (July 14 – August 8)

_____ Please check if you are age 18 or older

Participant's Signature

Printed Name (must be legible)

Street Address

City/State/Zip Code

IF RAFTING PARTICIPANT IS UNDER 18, PLEASE FILL OUT THE FOLLOWING: _____ Parent or Guardian Signature Participant's Age: _____
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My son does **NOT** have permission to participate in the Ocoee River Trip.

Signature of Parent or Guardian