

# WHITEWATER CHALLENGE

## WAIVER AND RELEASE OF LIABILITY

In Consideration of Whitewater Express, Inc. furnishing services and/or equipment to enable me to participate in rafting, canoeing, kayaking, camping, tubing, and other activities, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers, hazards and such exist in my use of Whitewater Express, Inc. equipment and my participation in rafting, canoeing, kayaking, camping, tubing, and ropes course activities: (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Whitewater Express, Inc., the Tennessee Valley Authority, the State of Tennessee, and the United States; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. 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 level, risks of falling out of or drowning while in a raft, canoe, or kayak and such other risks, hazards, and dangers that are integral to recreational activities that take place in a wilderness, outdoor, or recreational environment; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Whitewater Express, Inc., the Tennessee Valley Authority, the State of Tennessee, or the United States, or by any other person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify Whitewater Express, Inc., the Tennessee Valley Authority, the State of Tennessee, and the United States and its owners, agents, officers, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Whitewater Express, Inc. equipment or my participation in Whitewater Express, Inc. activities. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Whitewater Express, Inc., the Tennessee Valley Authority, the State of Tennessee, and the United States.

The Venue of any dispute that may arise out of this agreement or other-wise between the parties to which Whitewater Express, Inc. or its agents is a party shall be either the City of Benton, Tennessee Justice Court Or State Supreme Court in Polk County Tennessee.

### **OCOEE RAFTERS MUST BE 12 YEARS OLD OR OLDER**

I HAVE READ THE ABOVE WAIVER AND RELEASE, AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE WHITEWATER EXPRESS, INC., THE TENNESSEE VALLEY AUTHORITY, THE STATE OF TENNESSEE, AND THE UNITED STATES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

_____	_____
Group Name	Arrival Date
_____	_____
Signature	Age
_____	_____
Signature of Parent of Guardian (If less than 18 years old)	Date Signed

Please have each participant sign this waiver. If they are less than 18 years old, the waiver must be signed by their parent or guardian. These waivers should be brought with you when you arrive for your activities. Thanks for your help. We look forward to seeing you at the river!