

# Hiwassee Adventures

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of Hiwassee Adventures (herein collectively referred to as HA) furnishing services and/or equipment to enable me to participate in whitewater rafting. I agree 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, but are not limited to: (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 rain; 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 HA; (4) latent or apparent defects or conditions in equipment properly supplied by HA, or other persons or entities; (5) acts of other participants in this activity, employees and agents of HA, 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, HA employees 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. I understand that the life jackets are rated to 260 pounds. 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless HA 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 HA equipment or facilities, including any such claims which allege negligent acts or omissions of HA. 4. Should HA 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 Hiwassee Adventures 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 HA, I agree to do so solely in Polk 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 HA 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. I, on behalf of myself, my personal representatives and my heirs or as parent or legal guardian of the undersigned participant hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Hiwassee Adventures, the State of Tennessee, the United States of America, and the Tennessee Valley Authority, and their owners, agents, officers, employees, representatives and lenders from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which arise out of my use of rafting equipment or my participation in those 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, employees or representatives of Hiwassee Adventures, the State of Tennessee, the United States of America, and the Tennessee Valley Authority.

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

### PLEASE PRINT CLEARLY

Print Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ 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 HA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless HA 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: \_\_\_\_\_ Date: \_\_\_\_\_

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

Office Use: Date: \_\_\_\_\_ Trip Time: \_\_\_\_\_

# WE GO RAIN OR SHINE!