

OCOEE OUTDOORS/AARDVARK RAFTING PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of Ocoee Outdoors and/or Aardvark Rafting (herein collectively referred to as OO/AR) 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 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 OO/AR; (4) latent or apparent defects or conditions in equipment, properly supplied by OO/AR, or other persons or entities; (5) acts of other participants in this activity, employees and agents of OO/AR, 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, OO/AR 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. 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 OO/AR 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 OO/AR equipment or facilities, including any such claims which allege negligent acts or omissions of OO/AR.
4. Should OO/AR 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. and/or Aardvark Rafting 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 and/or Aardvark Rafting, 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 OO/AR 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 Ocoee Outdoors and/or Aardvark Rafting, the State of Tennessee, Ocoee River Outfitters Association, 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 Ocoee Outdoors and/or Aardvark Rafting, the State of Tennessee, the United States of America, Ocoee River Outfitters Association and the Tennessee Valley Authority.

Signature of Participant: _____ **Date:** _____

PLEASE PRINT CLEARLY

Print Name: _____ Date of Birth: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ 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 OO/AR to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless OO/AR 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!