

ADVENTUROUS FAST RIVERS RAFTING COMPANY (AFRR)
RELEASE OF LIABILITY – READ BEFORE SIGNING

In consideration of being allowed to participate in any way in the Nantahala Riverside, Inc. dba Adventurous Fast Rivers Rafting program, its related events and activities, I, the participant, _____, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Adventurous Fast Rivers Rafting immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Nantahala Riverside, Inc., their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors or premises used for the activity (“Releasees”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I understand all equipment is my responsibility to return intact to AFRR staff and if retrieval of equipment or anyone in my party is required by AFRR staff a retrieval fee may be charged based on time and equipment required (\$25.00 minimum). Insurance is included against damaged equipment, not lost or stolen equipment. In the event any equipment gets lost or stolen; payment will be required for complete replacement. I authorize the use of all photos taken of myself or of our group for any type of promotional advertising.

(A) Once your life preserver is personally fitted to you before the trip begins, you **MUST** wear it with all buckles securely fastened at all time while on the river. **(B)** Wear proper shoes. Sandals without a strap around your heel, flip-flops, and slick sole shoes are not appropriate. You are more inclined to slip and fall or twist an ankle if you are wearing inappropriate footwear (or no shoes at all!). You need to wear a fairly sturdy, secure shoe with some tread to prevent from slipping. **(C)** Sit only in proper places on the craft as indicated in your safety instruction. **NEVER DRAG** crafts as this will cause wear and damage. **(D)** Do not participate in this whitewater trip if you are under the influence of alcohol or "drugs". They impair your judgment and coordination, thus jeopardizing your safety and the safety of others. AFRR prohibits harmful conduct or interference of any kind with safety and reserves the right to remove any individual from a trip, with no refund, if these policies are not followed.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OR 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.

Participant's Signature

Age

Date Signed

City _____ State _____ Phone Number (_____) _____ - _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (under age 18 at time of signing)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law. I also understand and agree that my child is at least 60 pounds or at least 7 years of age.

Parent/Guardian's Signature

Parent/Guardian's Printed Name

Date Signed