

READ CAREFULLY

WAIVER and RELEASE OF LIABILITY

In consideration of **East Tennessee Rafting Company, Inc. dba Five Rivers Adventures** furnishing services and/or equipment to enable me to participate in whitewater rafting, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have:

- a) Inherent risks, danger, and hazards and such exists in my use of Five Rivers Adventures equipment and my participation in whitewater rafting activities.
- b) My participation in such activities and/or such use of equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, paralysis, death or other ailments that could cause serious disability.
- c) These risks and dangers may be cause by the negligence of the owners, employees, officers or agents of Five Rivers Adventures; the negligence of participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and danger may arise from foreseeable or unforeseeable causes including but not limited to: guide decision making (including that a guide misjudge terrain, weather, trail or river route location and water level), risks of falling out of or drowning while in the raft, canoe or kayak and other such risks, hazards and dangers that are an integral part and recreational activities that take place in a wilderness, outdoors or recreational environment.
- 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 part of the negligence or other conduct by the owners, agents, officers, or employees of Five Rivers Adventures, 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 Five Rivers Adventures 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 Five Rivers Adventures equipment or my participation in whitewater rafting activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that may have been presently or in the future for the negligent acts or other conduct by owners, agents, officers or employees of Five Rivers Adventures.

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which Five Rivers Adventures or its agents is a party shall be either the city of Newport, Tennessee Justice Court or the County or State Supreme Court in Cocke County, Tennessee.

I have read the above waiver and release and by signing it agree that it is my intention to exempt and release Five Rivers Adventures from liability for personal injury, property damage or wrongful death caused by negligence or any other cause!

Signature: _____ Date: _____ Age: _____

Guardian signature (if less than 18): _____

Print Name: _____

Address: _____

Email: _____