

CHEAT RIVER OUTFITTERS, INC.
ALL INCLUSIVE LIABILITY WAIVER, ASSUMPTION OF RISK,
AND INDEMNIFICATION AGREEMENT



Please read and be certain you understand the implications of signing.

Assumption of Risk Associated with Recreational Activities

I, JOHN DOE request to participate in activities and use services and/or equipment provided by, and under the arrangement of Cheat River Outfitters, Inc (hereafter referred to as CRO), such as whitewater rafting, rock climbing, camping and other base camp activities, transportation of equipment related to the activities, and traveling to and from activity sites. I do hereby affirm and acknowledge that I am aware and have been informed of the inherent hazards and risks associated with the activities in which I am about to engage. No representations whatsoever have been made as to the safety of the activities offered. **Inherent hazards and risks include but are not limited to:**

- Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that may result in permanent disability and death.
- Possible equipment failure and/or malfunction of my own or others' equipment.
- Collision, flipping, pinning, sinking of rafts, or other hazards that may result in exposure to elements which may cause hypothermia, impact of the body upon the water, encountering turbulent water, rapids, entrapments under and/or against trees, rocks, rafts, or other objects, drowning or near drowning, sudden narrowing of water channels, vortexes, and rapidly changing water levels.
- Injury or death from encountering natural conditions, upon encountering man-made conditions, injection of water into my body orifices, exposure to aquatic life forms, encountering wild animals, reptiles, and insects.
- My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, rapids, weather, trails, or route location.
- Exposure to the elements may result in frostnip, frost bite, heat exhaustion, heat stroke sunburn, hypothermia and dehydration.
- Dangers associated with exposure of natural elements include but are not limited to rising waters, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions.
- Accidents or illness occurring in remote places where there are no available medical facilities.
- Injuries or accidents occurring partially or fully from existing health problems including but not limited to: reactions to bee stings or the constriction of airways due to cold weather or asthma, broken bones due to osteoporosis, hemophilia, heart disease, high blood pressure, pregnancy, or diabetes related complications.
- Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
- Exposure to communicable diseases or viruses.
- My sense of balance, physical coordination, and ability to follow instructions

And I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. These risks and dangers may be caused by the negligence of the owners, employees, officers or agents of CRO, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. **These risks and dangers may arise from foreseeable or unforeseeable causes including that a guide may misjudge terrain, weather, trail or river route location or water level and may be unaware of my fitness or abilities. Staff may give incomplete warnings or instructions. Decisions by guides or company staff are part of the inherent risk of rafting and of other activities such as listed above in this agreement.**

Release of Liability, Waiver of Claims and Indemnity Agreement In consideration of and as partial payment for being permitted to participate in the above described activities and related activities, provided by Cheat River Outfitters, Inc. I hereby agree, acknowledge and appreciate that: I, ON BEHALF OF MYSELF, MY PERSONAL REPRESENTATIVES, HEIRS, SURVIVORS, EXECUTOR, OR ASSIGNS DO HEREBY VOLUNTARILY RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND, AND INDEMNIFY CHEAT RIVER OUTFITTERS, INC AND ITS OWNERS, AGENTS, OFFICERS, EMPLOYEES, SPONSORS, ADVERTISERS, AND OTHER PARTICIPANTS FROM ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTION, DEBTS, CLAIMS AND DEMANDS OF EVERY KIND AND NATURE WHATSOEVER WHICH I NOW HAVE OR WHICH MAY ARISE OUT OF OR IN CONNECTION WITH MY TRIP OR PARTICIPATION IN ANY RELATED BASE CAMP ACTIVITY, AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE. By entering into

this Agreement, I am not relying on any oral or written representation or statements made by Cheat River Outfitters, Inc., other than what is set forth in this Agreement. To the further extent of the law, I consent to the use by Cheat River Outfitters, Inc., of photographs and video recordings made of me while participating in activities or using services without further compensation and agree that all such material, including negatives, are the sole property of Cheat River Outfitters, Inc. I consent to the sale of digital images to other participants that may contain images of myself in relation to my trip with Cheat River Outfitters, Inc. I agree that the venue of any dispute that may arise from this agreement and release, or otherwise, against Cheat River Outfitters, Inc., for any reason, shall be the Circuit Court of Preston County, West Virginia. I further agree that this document will be admissible in any civil action filed against Cheat River Outfitters, Inc., for any reason. This agreement shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I further state that:

- a. I am of lawful age legally competent to sign this Waiver and Agreement.**
- b. I have read this agreement in full, 3 pages, and have fully informed myself.**
- c. I fully understand the terms and understand that I have given up legal rights by signing it. This is a contract and not just mere recital, and**
- d. I sign freely and voluntarily without any inducement.**

JOHN DOE

01/01/2020

Signature of Participant (All participants, including minors, must sign here)

Date

JOHN DOE

Name of Participant (Please Print)

555 NOWHERE ST

Address

ALBRIGHT

City

WV

State

55555

Zip

304-555-1212

Phone

JOHNDOE@GMAIL.COM

Email- by providing your email the Outfitter to contact you via this medium.

For parents/legal guardians of participants of minor age (under 18 at time of participation):

This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and from myself, my heirs, assign, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these activities as provided above, even if arising from the negligence of the releasees, to the fullest extent permitted by law.

We, the parents or legal guardians, hereby certify that we have discussed the risks with our child and our child fully understands and comprehends the risks.

JOHN DOE

Signature of Parent or Legal Guardian

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Age of Minor

01/01/2020

Date