

Cheat River Outfitters, Inc.
Waiver and Release of Liability
Parent Permission

READ CAREFULLY In consideration of Cheat River Outfitters, Inc. (here after referred to as CRO) furnishing services and/or equipment to enable my child to participate in whitewater rafting, rock climbing, and/or paintball, I agree as follows:

I fully understand and acknowledge that: (a) risks and dangers exist in my child's use of whitewater river, rock climbing, and/or paintball equipment and their participation in whitewater rafting, rock climbing, and/or paintball activities, (b) my child's participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability, (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of CRO, the negligence of the participants, 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, and (d) by my child's 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 in part by the negligence or other conduct of the owners, agents, officers, or employees of CRO, or by any other person.

I, on behalf of my child, as their personal representative do hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify CRO 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 child's use of whitewater river, rock climbing, and/or paintball equipment or the participation in whitewater rafting, rock climbing, and/or paintball 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 or employees of Cheat River Outfitters, Inc.

Each of the provisions of the Agreement and Release are severable and the invalidity or inapplicability of one or more provisions in whole or in part, shall not affect any other provisions.

I have read the above waiver and release and by signing it agree, it is my intention to exempt and relieve Cheat River Outfitters from liability for personal injury, property damage or wrongful death caused by negligence or any other cause.

This waiver covers all of the activities and dates listed below.

Date(s) of activities with Cheat River Outfitters_____

Activities Covered (Please list all your child will participate in with CRO):

Signature of Parent or Guardian:_____

Name of Participant: (PLEASE PRINT)_____ Age:_____

Address_____ Phone (_____)_____

City, State, Zip:_____

Signature (if 18 yrs. or older)_____ Date:_____