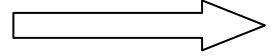


WATER RAFTING RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

PLEASE COMPLETE BOTH SIDES!



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

Express Assumption of Risk Associated with Recreational Activities.

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with water rafting, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. **Inherent hazards and risks include but are not limited to:**

1. 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.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. Collision, capsizing, sinking, 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, sudden narrowing of water channels, vortexes, and rapidly changing water levels.
4. 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.
5. 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.
6. Exposure to the elements may result in frostnip, frost bite, heat exhaustion, heat stroke sunburn, hypothermia and dehydration.
7. Dangers associated with exposure of natural elements include but are not limited to avalanche, rising waters, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions.
8. Accidents or illness occurring in remote places where there are no available medical facilities.
9. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
10. My sense of balance, physical coordination, and ability to follow instructions.

***I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the above described activity (ies) and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releases.

Cheat River Outfitters, its officers, officials, agents and/or employees, other participants, sponsors, advertisers.

Owner (Company and/or Person)

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

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 HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

S/ _____ Name of Adult Participant (Please Print) _____ Date _____
Signature of Adult Participant
Age _____ Address _____
City _____ State _____ Zip _____
Email _____ Phone _____

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

Signature of Parent or adult legal Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.
Name of Parent or adult legal Guardian (Please Print) _____ Date _____
Name of Minor (Please Print) _____ Age of Minor _____

Cheat River Outfitters - Waiver and Release of Liability Cont.

READ CAREFULLY. In consideration of Cheat River Outfitters, Inc. (hereafter referred to as CRO) furnishing services and /or equipment to enable me to participate in whitewater rafting, rock climbing, and/or caving, I agree as follows;

I fully understand and acknowledge that; (a) risks and dangers exist in my use of whitewater rafting, rock climbing, and /or caving equipment and my participation in whitewater rafting, rock climbing and/or caving activities; (b) my 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 there causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and danger and all responsibility of any losses and/or damages, whether caused in whole or in part by the negligence or the conduct of the owners, agents, officers, or employees of CRO, 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 CRO and its owners, agents, officers and employees from any and all claims, actions or losses from bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of whitewater rafting, rock climbing, and /or caving equipment or my participation in whitewater rafting, rock climbing, and/or caving 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 also understand that the whitewater rafting, rock climbing, and /or caving trip in which I am about to engage, can include dangerous situations. Potential whitewater situations include the possibility of flipping and pinning the raft, possibly resulting in a swim in the river; possible rock climbing and caving situations include slips and falls possibly resulting in serious injury. I also understand that in Whitewater Rafting, Rock Climbing, and Caving trips (hereafter referred to as adventure trips) there does exist the possibility of bodily injury and even death, I understand that exposure to cold water and weather can lead to conditions of hypothermia and shock and I agree to heed my trip leader's advice on proper wear for the day's conditions. I hereby state that I have no respiratory, heart, or serious allergic conditions and that I am in good physical condition. I further state that I agree to obey all directions and advice given by my guide pertaining to the safety of my adventure trip. I understand that CRO is not liable for any injuries or damage to me or my equipment. I also understand that unless I turn in an objection card, CRO may use photos and /or videos of me for promotional purposes.

I HAVE READ BOTH SIDES OF THIS WAIVER AND RELEASE CARD 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.

Anyone under the age of 18 on the day of your trip must have parent/guardian signature. Unaccompanied minors must bring completed Parent Permission Waiver with them.

Name _____ Date _____

Signature _____

Signature of Parent/Guardian (if under 18) _____

PLEASE COMPLETE THE REVERSE SIDE OF THIS FORM!!

