

Ocoee Rafting Waiver & Release of Liability Form

Listed below is a copy of the Waiver & Release of Liability/Assumption of Risk Document that each participant in whitewater rafting must sign.

WAIVER & RELEASE OF LIABILITY FORM PLEASE READ CAREFULLY BEFORE SIGNING

In consideration of Ocoee Rafting LLC furnishing services and/or equipment to enable me to participate in whitewater rafting I agree as follows:

I fully understand and acknowledge that: (A) outdoor recreational activities have inherent risks, dangers and hazards and such exists in my use of rafting equipment and my participation in the above mentioned 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, fracture, 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 Ocoee Rafting LLC, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather or river route location, and water level, risks of falling out of or drowning while in a raft, canoe or kayak and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and (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 in part by the negligence or other conduct of the owners, agents, officers, or employees of Ocoee Rafting LLC or by any other person. In addition, I hereby grant permission to Ocoee Rafting LLC to make and use for promotion or other purposes, photographic records without recourse or compensation to me.

I, on behalf of myself, my personal representatives and my heirs or as parent or legal guardian of the undersigned participant hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Ocoee Rafting LLC, the State of Tennessee, the United States of America, and the Tennessee Valley Authority, and their 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 arise out of my use of RAFTING equipment or my participation in WHITEWATER RAFTING 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 Ocoee Rafting LLC, the State of Tennessee, the United States of America, and the Tennessee Valley Authority.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT, AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE OCOEE RAFTING LLC, THE STATE OF TENNESSEE, THE UNITED STATES OF AMERICA, AND THE TENNESSEE VALLEY AUTHORITY FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

SIGNATURE OF PARTICIPANT TRIP DATE TRIP TIME AGE

PRINTED NAME OF PARTICIPANT

ADDRESS OF PARTICIPANT STATE CITY ZIP

SIGNATURE OF PARENT OR GUARDIAN (IF PARTICIPANT IS LESS THAN 18 YEARS OLD)