



SUGAR LOAF RAFTING, LLC

Doing Business As: Cascade Outdoors

Date of Trip: _____

Name (Please Print): _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Date of Birth: _____

WAIVER AND RELEASE OF LIABILITY

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of Sugar Loaf Rafting, LLC d/b/a Cascade Outdoors (“Cascade Outdoors” hereinafter or “Sugar Loaf Rafting, LLC”) furnishing services and/or equipment and/or transportation to enable me to participate in whitewater rafting, kayaking, canoeing, tubing, and related outdoor recreational activities (collectively "Activities"), I agree as follows:

1. ACKNOWLEDGMENT OF RISKS. I fully understand and acknowledge that outdoor recreational activities have inherent risks, dangers, and hazards. Such risks exist in my use of Cascade Outdoors equipment and my participation in the Activities. 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. I understand and acknowledge that:

a) These risks and dangers may be caused by the negligence of the owners, employees, officers, or agents of Cascade Outdoors; the Tennessee Valley Authority; Southeast Development, Inc.; the United States of America; the State of Tennessee; Polk County; the negligence of participants; the negligence of others; accidents; breaches of contract; the forces of nature; or other causes;

b) Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision-making. A guide may misjudge terrain, weather, trail or river route location, water level, rapids classification, swimming ability, or physical condition. Risks include falling out of or drowning while in a raft, canoe, kayak, tube, or other watercraft; cold shock; hypothermia; hyperthermia; and such other risks, hazards, and dangers that are integral to recreational activities that take place in a wilderness, outdoor, or recreational environment;

c) Communication in mountain, lake, and river terrain in which these activities take place is often difficult. Accidents may occur, and in the event of an accident, rescue and medical treatment may not be immediately available;

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 members, owners, agents, officers, or employees of Cascade Outdoors, the Tennessee Valley Authority, Southeast Development, Inc., the United States of America, the State of Tennessee, Polk County, or by any other person.

2. RELEASE AND WAIVER. I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify Sugar Loaf Rafting, LLC d/b/a Cascade Outdoors and its owners, members, agents, officers, guides, and employees from any and all claims, actions, and losses for bodily injury, property damage, wrongful death, loss of services, or otherwise which may arise out of my use of Sugar Loaf Rafting, LLC's equipment and/or my participation in the Activities.

3. SPECIFIC WAIVER. 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 (including but not limited to intentional conduct) by the owners, members, agents, officers, guides, or employees of Sugar Loaf Rafting, LLC.

4. JURISDICTION AND VENUE. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Sugar Loaf Rafting, LLC or its agents is a party shall be either Benton, Tennessee Justice Court or the County or State Courts in Polk County, Tennessee. I waive venue to these locations and agree to the Court's of the same having jurisdiction over me for any such claims, causes of action, or disputes. In the event I bring suit for any reason against Sugar Loaf Rafting, LLC, its owners, members, agents, officers, guides, or employees, I agree to pay any and all costs, expenses, and reasonable attorney fees incurred by the same defending such claims and causes of action.

5. PHOTOGRAPHY AUTHORIZATION. I hereby authorize Sugar Loaf Rafting, LLC and its photographic agents to take and utilize photographs and video of me for the purposes of promotion and advertising.

6. MEDICAL CONDITION. By signing this Waiver, I affirmatively represent to Sugar Loaf Rafting, LLC that I am of sufficient physical fitness and medical condition to participate in the Activities and use the equipment. I further have no known medical conditions that would compromise my ability to participate in the Activities and/or use the equipment.

7. SEVERABILITY. If any provision of this Waiver and Release shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of the remaining provisions of this Waiver and Release shall not be in any way impaired.

8. WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, I WAIVE THE RIGHT TO TRIAL BY JURY FOR ANY CLAIM AND/OR CAUSES OF ACTION ASSERTED AGAINST SUGAR LOAF RAFTING, LLC d/b/a CASCADE OUTDOORS, ITS OWNERS, MEMBERS, AGENTS, OFFICERS, GUIDES, AND EMPLOYEES.

I HAVE READ THE ABOVE WAIVER AND RELEASE, AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE SUGAR LOAF RAFTING, LLC, ITS OWNERS, MEMBERS, AGENTS, OFFICERS, GUIDES, AND EMPLOYEES, THE U.S. FOREST SERVICE, THE TENNESSEE VALLEY AUTHORITY, SOUTHEAST DEVELOPMENT, INC., THE UNITED STATES OF AMERICA, THE STATE OF TENNESSEE, AND POLK COUNTY, TENNESSEE FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, AND/OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE AND/OR AS OTHERWISE MAY BE PROVIDED FOR HEREIN.

Signature: _____ Date: _____

Print Name: _____

PARENTS/GUARDIANS SIGN BELOW

(NOTE: Children must be 12 years or older to participate in the Activities of Sugar Loaf Rafting, LLC.)

Signature of Parent/Guardian: _____

Print Name of Parent/Guardian: _____ Date: _____