

TN WHITEWATER, LLC d/b/a WHITEWATER EXPRESS

Waiver and Release of Liability

Name: _____ Age: _____ Gender: M / F (circle one)

Group Name: _____ Group Leader: _____

Date(s) of stay at Whitewater Express: _____

In consideration of TN Whitewater, LLC furnishing services and/or equipment to enable me to participate in sponsored activities, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have (a) inherent risks, dangers, hazards, and such exist in my use of TN Whitewater, LLC equipment and my participation in such 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 TN Whitewater, LLC, the Ocoee River Outfitters Association, the Tennessee Valley Authority, the State of Tennessee, and the United States; 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, trail 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 TN Whitewater, LLC, the Ocoee River Outfitters Association, the Tennessee Valley Authority, the State of Tennessee, or the United States, or by any other person. In addition, I hereby grant permission to TN Whitewater, 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 hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify TN Whitewater, LLC, the Ocoee River Outfitters Association, the Tennessee Valley Authority, the State of Tennessee, and the United States, 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 use of TN Whitewater, LLC equipment or my participation in TN Whitewater, LLC 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 TN Whitewater, LLC, the Ocoee River Outfitters Association, the Tennessee Valley Authority, the State of Tennessee, and the United States.

The venue of any dispute that may arise out of this agreement or other-wise between the parties to which TN Whitewater, LLC or its agents is a party shall be either the City of Benton, Tennessee Justice Court or State Supreme Court in Polk County Tennessee.

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

Signature: _____

Date: _____

Parent/Guardian Signature (if under 18): _____

Date: _____

___ **Horseback:** Helmets are available; use is required for all Scouts and all others under 18 years of age . Closed-toe shoes must be worn. For the health and safety of our horses, a weight limit of 260 pounds must be adhered to.

___ **Mountain Biking:** Helmets are provided and required. Closed-toe shoes must be worn.

___ **Paintball:** ADDITIONAL RELEASE REQUIRED

A protective mask is provided and required; long pants and sleeves are suggested. A top-quality gun, CO2, and 200 paintballs are provided for each participant. Additional paintballs can be purchased in advance or on the field; we cannot allow individuals to bring their own paintballs. You are welcome to bring your own gun; we will gladly calibrate it to our course requirements.

___ **River Rafting:** An approved PFD, helmet, and paddle are provided and required. Safety instructions will be given prior to each river trip. Shoes must be able to stay on your foot; no flip-flops.
Ocoee rafters must be 12 years old or older!

___ **High Ropes / Swing, & Challenge Course:** Both High and Low elements are available. Closed-toe shoes are strongly encouraged.