



Date of Trip: _____

Last Name: _____ First Name : _____

Address: _____

City/State/Zip: _____

Phone: _____ Email (optional): _____

**Waiver and Release of Liability
Agreement to Participate**

In consideration of Cascade Outdoors, Inc. furnishing services and/or equipment to enable me to participate in WHITEWATER RAFTING, I Agree: as follows:

I fully understand and acknowledge that outdoors-recreational activities have: a) Inherent risks, dangers and hazards and such exists in my use of Cascade Outdoors' equipment and my participation in WHITEWATER RAFTING 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 Cascade Outdoors, Inc., the Tennessee Valley Authority, Southeast Development, The United States of America, and the state of Tennessee; 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 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 Cascade Outdoors, Inc., the Tennessee Valley Authority, Southeast Development, The United States of America, and the state of Tennessee, 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 Cascade Outdoors and its owners, agents, officers 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 Cascade Outdoors, Inc. equipment or my participation in Cascade Outdoors, Inc. 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 Cascade Outdoors, Inc.

The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Cascade Outdoors, Inc., or its agents is a party to shall be either the town of Ocoee Tennessee, Justice Court or the County or State Supreme Court in Polk County.

I hereby authorize Cascade Outdoors, Inc. and its photographic agents to take and utilize photographs of me for the purpose of promotion and advertising.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE Cascade Outdoors, Inc. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Signature: _____ Date: _____

Print Name: _____ Age, if under 18 years : _____

PARENTS SIGN BELOW
(NOTE: children must be 12 years or older.)

Signature of Parent/Guardian: _____

Print Name of Parent/Guardian: _____ Date: _____