

**RELEASE, ASSUMPTION OF RISK and INDEMNITY AGREEMENT**  
**READ CAREFULLY**

I acknowledge that, directly or indirectly, I have requested that I or the minor identified below be allowed to participate in certain activities and be allowed to utilize certain services provided by **Extreme Expeditions of West Virginia, Inc.; Rivers; Appalachian Wildwaters; USA Raft; and/or River Expeditions, Inc.**, and they and any commonly owned, related, parent or subsidiary corporations and entities, their owners, officers, directors, agents, and employees, whether or not separately identified herein, and/or any successor and/or assignee, are hereafter collectively referred to as “**Outfitter.**”

I acknowledge that, whether or not I or the minor identified below participate in any whitewater rafting activities, the Outfitter may have been requested to arrange for or allow me or the minor identified below to participate in other activities or use services provided by the Outfitter or by other persons, businesses, or entities, including but not limited to helicopter sightseeing tours, biking activities, rock climbing & rappelling, horseback riding, ATV tours, canopy and zip line tours, and/or paint ball games and activities, camping or use of cabins, the swimming pool and/or hot tub, providers of food, beer, or other products, and acknowledge that Outfitter has made no representation whatsoever as to the safety or quality of those activities or services but has only made arrangements for me or the minor to participate in those activities or use those services as an accommodation to me at my request.

**I understand that I am about to engage in activities that pose substantial risks of physical injury and/or death, disease or illness and/or damage to or loss of personal property** as the result of exposure; travel over and through rough terrain and on public or private roads; traveling on turbulent and cold whitewater rivers and streams in rafts, kayaks, duckies, or other floatation devices; jumping, diving, or being thrown into the water; striking rocks and other obstructions or encountering standing waves or turbulent waters; the use of paddles, oars and other equipment; other unnamed but foreseeable risks related to whitewater activities; injuries by insects, animals or reptiles; the lack of adequate medical facilities in remote areas; travel by air, train, automobile, truck, bus, horse, bicycle, ATV, and/or other conveyance while traveling to or from an activity site or participating in an activity; camping out and using primitive facilities; the negligence, gross negligence, and/or bad judgment of the Outfitter, other providers and/or other participants; and defects in equipment or products. I understand that I am subject to even greater risk on and about the Gauley River because of higher water flow, steeper gradient (greater drop per mile), inaccessible locations, and the difficult and dangerous surrounding terrain or in Wildside and/or Extreme Wildside rafting activities because of the smaller rafts used and the more hazardous whitewater conditions undertaken. I represent that I am in good physical condition and health and am able to safely participate in the activities in which I have requested to be allowed to do so.

**In consideration of and as part payment for my right or that of the minor identified below to participate in such activities and utilize such services, I PERSONALLY do hereby, to the greatest extent permitted by law, ASSUME all of the reasonably related and foreseeable risks, whether or not specifically identified herein, of all the activities and services in which either of us participate or which either of us use; RELEASE the Outfitter from any and all liability, including but not limited to liability arising from negligence, gross negligence and/or willful and wanton conduct; and, will INDEMNIFY and hold the Outfitter harmless from any and all liability, claims, and demands of every kind and nature whatsoever which I or the minor identified below may ever have arising, directly or indirectly, from participation in any and all such activities or using such services, including Outfitter’s defense costs and expenses and/or the cost of any medical or other expenses incurred for my or such minor’s benefit.**

I consent to the use by the Outfitter of photographs and video recordings made of me or the minor identified below while participating in such activities or using such services without further compensation and agree that all such materials including negatives, are the sole property of the Outfitter.

I agree that the exclusive venue of any suit or claim against the Outfitter for any reason whatsoever shall be the Magistrate or Circuit Courts of Fayette County, West Virginia; consent to the jurisdiction of such Courts as to any action against me to enforce this Agreement; agree that this Agreement is to be enforced in accordance with the law of the State of West Virginia; and agree that if any part of this Agreement is found to be invalid that all other portions shall be fully enforceable.

**Adult Signature** X \_\_\_\_\_ **Date** \_\_\_\_\_

**FOR PARTICIPANTS UNDER THE AGE OF 18**

I, the minor whose name appears below, have read or had my parent or legal guardian read this Agreement on both sides of this document and agree to all of the terms and conditions:

**Minor’s Signature** X \_\_\_\_\_ **Date of Birth** \_\_\_\_\_

**PARENT/LEGAL GUARDIAN PERMISSION FOR MINOR TO PARTICIPATE:**

Having legal authority to do so, I give the above minor permission to participate in the activities offered by or arranged through the Outfitter, give the Outfitter permission to provide medical treatment or authorize such treatment in case of emergency or accident; and, will indemnify and hold harmless the Outfitter as stated in this document for any legal claims made by or on behalf of the said minor.

**Parent/Legal Guardian Signature** X \_\_\_\_\_ **Date** \_\_\_\_\_  
(Relationship to Minor) \_\_\_\_\_

**SEE THE REVERSE SIDE OF THIS DOCUMENT**

# READ CAREFULLY

## THE WEST VIRGINIA WHITEWATER RESPONSIBILITY ACT DUTIES OF A PARTICIPANT (West Virginia Code 20-3B-5)

- (a) Participants have a duty to act as would a reasonably prudent person when engaging in recreational activities offered by commercial whitewater outfitters and commercial whitewater guides in this state.
- (b) No participant may:
- (1) Board upon or embark upon any commercial whitewater expedition when intoxicated or under the influence of nonintoxicating beer, intoxicating beverages or controlled substances; or
  - (2) Fail to advise the trip leader or the trip guide of any known health problems or medical disability and any prescribed medication that may be used in the treatment of such health problems during the course of the commercial whitewater expedition; or
  - (3) Engage in harmful conduct or willfully or negligently engage in any type of conduct which contributes to or causes injury to any person or property; or
  - (4) Perform any act which interferes with the safe running and operation of the expedition, including failure to follow the instructions of the trip leader or trip guide in regard to the safety measures and conduct requested of the participants; or
  - (5) Fail to inform or notify the trip guide or trip leader of any incident or accident involving personal injury or illness experienced during the course of any commercial whitewater expedition. If such injury or illness occurs, the participant shall leave personal identification, including name and address, with the commercial whitewater outfitter's agent or employee.

Initials

Person's Name Your Reservation is Under

Trip Date    /    /

Number of People in Your Group

New

1-Day

Upper

Weekday

Gauley

2-Day

Lower

Weekend

3-Day

Whole

Date of Birth

/    /

Last Name

First Name

Present Address

City                      State

Zip      -

Home Phone    -    -

Have you rafted before?: Yes  No

If yes, with which company \_\_\_\_\_

e-mail Address

By providing your email address, you hereby authorize the Outfitter to contact you via this medium.