



PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

*** READ AND UNDERSTAND BEFORE SIGNING ***

IMPORTANT: THIS IS A LEGAL DOCUMENT

RELEASE OF LIABILITY - INDEMNIFICATION - LEASE AGREEMENT

WARNING: There are elements of risk in any outdoor or moving water experience (referred to herein as "activities"). This includes but is not limited to canoes, kayaks, rafts, inner tubes, incidental camping or hiking, and transportation in any form and the use of related equipment, with services provided by Yadkin River Adventures, Inc. (hereinafter referred to as "YRA").

ACKNOWLEDGEMENT OF RISK: I am aware that this activity(ies) entails risks of injury, death, or acts of God and there are inherent hazards present, seen or unseen. Other seen or unseen risks may result in injury, illness, death, trauma and/or drowning. Risks include but are not limited to the following:

- 1) Changing water flow or currents, inclement weather, variances and extremes of wind, weather, thunderstorms, lightning and temperature;
- 2) Collision with other participants or objects, loss of control of the craft, capsizing, and/or sinking of the craft which can result in wetness, injury, exposure to the elements;
- 3) Manmade or natural objects including overhanging, submerged and/or semi-submerged trees, branches, rocks, boulders or any obstacle in, on or over the water and/or land;
- 4) Cold weather and heat related injuries and illnesses including sunburn, hypothermia, frostbite, heat stroke, dehydration;
- 5) The presence of insects, animals and marine life;
- 6) Accidents or illness occurring in remote places where there are no immediately available medical facilities. There are no lifeguards or supervision on any trip provided by YRA. I realize that I/we are accountable for self-rescue while engaging in any of the activities described.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: My/our participation in this activity is purely voluntary. I/we elect to participate in spite of the inherent risk. I/we are physically capable of participating in this activity(ies) and using the equipment. Therefore, I agree to assume full responsibility for bodily injury, accidents, illness, death, loss of personal property and any related expenses for myself, including any minor children for which I am responsible. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Releasees or other, and assume full responsibility for my participation.

INDEMNIFICATION: I/we agree to indemnify and hold harmless YRA, its agents, servants, heirs and employees from all claims, damages, losses, injuries, and expenses arising out of or resulting from my/our participation, whether arising from the negligence of the Releasees or otherwise, to the fullest extent of the law, whether they accompany a trip or not. The terms of this agreement shall continue and be in effect after the experience has ended. I/we hereby authorize any medical treatment deemed necessary in the event of any injury while participating in these activities. I/we are physically fit enough to participate. I either have appropriate insurance or in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

RELEASE: In consideration of services, property, or equipment provided, I and any minor children for which I am parent, guardian or otherwise responsible, heirs or assigns, do hereby release Yadkin River Adventures, Inc., its principals, directors, officers, agents, heirs, employees and volunteers, each and every landowner, municipal and/or governmental agency upon whose property this activity is conducted, from all liability and waive any claim for damage. I (the parent/guardian) release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, even if arising from the negligence of the Releasees, to the fullest extent permitted by law. I/We authorize and release YRA the use of my image in any photograph, video recording or Internet usage.

LEASE AGREEMENT: I/We hereby agree to return all equipment by 6pm (late fees apply after 6pm) and in the same condition as when received. I further agree to pay for any damage, which results to any equipment while in my possession and to pay for any equipment that is lost, destroyed, or stolen while in my possession. I/We agree to and will comply with Federal, State and County environmental pollution laws, and other applicable laws and regulations, and will not litter. I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

I FURTHER ATTEST THAT: I/WE ARE ABLE TO SWIM - I/WE WILL NOT JUMP OR DIVE INTO THE RIVER AT ANY TIME - I/WE WILL NOT ABUSE ALCOHOL OR DRUGS - I/WE PARTICIPATE TOTALLY AT MY/OUR OWN RISK

Name _____ Phone # _____

Address _____ E-Mail _____

City _____ State _____ Zip _____

Participants Signature _____ Date _____

Emergency Contact Name _____ Phone # _____

Print Minors Name(s) under 18 _____ Age _____

_____ Age _____

_____ Age _____

Signature of Guardian/Custodian _____ Date _____

SIGN NAME AND PRINT CLEARLY _____

Street Address _____ City _____ State _____ Zip _____