



PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT
****** READ BEFORE SIGNING ******

Organization Name _____

Participant Name _____

WHEREAS, I fully understand and acknowledge that outdoor recreational activities has: (a) inherent risks, dangers and hazards and such exists in my use of Raft 1 Co. equipment and my participation in outdoor related 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) that these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Raft 1 Co.; 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 unforeseen 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 a 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 for use of the equipment, I hereby assume all risks and dangers and all responsibility for my 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 Raft 1 Co. or by any other person.

In consideration of being allowed to participate in any way in the program, related events and activities, I, the undersigned, acknowledge, appreciate and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation.
3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, file or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS** The Raft 1 Co., its officers, officials, agents and/or employees, other participants, sponsors, advertisers, the state of Tennessee, the United States of America, Ocoee River Outfitters Association and the Tennessee Valley Authority and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.
6. The parties agree that the laws of the State of Tennessee shall apply to any dispute that may arise out of this Agreement. The venue of any dispute that may arise out of this Agreement or otherwise between the parties to which Raft 1 Co. or its agents is a party, shall be in the Hamilton County Court for the State of Tennessee.

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.

X _____
 Participant's Signature _____ Age _____ Date _____
 Address: _____ Zip _____
 City: _____ State: _____
 Emergency Telephone Number _____ Email: _____

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION). This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents 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.

X _____
 Parent/Guardian Signature _____ Date _____ Print Your Name _____
 Emergency Phone Numbers _____ Email _____
 Address _____ Zip _____
 State _____ City _____