



**PADDLE INN RAFTING COMPANY
RELEASE OF LIABILITY, WAIVER, AND
ASSUMPTION OF RISK AGREEMENT**

Assumption of Risk: In consideration of being allowed to participate in any way with the Paddle Inn Rafting Company program and its related activities, I understand, accept and agree that the risks of activities involved in this program are significant. These risks may include personal injury, risk of death and the loss of or damage to personal property. I understand that particular skills and personal discipline may reduce this risk, but the risks of serious injury still does exist. I also understand I should be in good physical health to participate in a whitewater trip. I choose to participate in this trip in spite of knowing the inherent risks involved, and I personally hereby assume all inherent risks to my person or property.

Waiver and Release: In consideration of Paddle Inn Rafting Company furnishing services to enable me to make this trip, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, voluntarily agree to HEREBY RELEASE, WAIVE, DEFEND, INDEMNIFY, HOLD HARMLESS, and FOREVER DISCHARGE the United States Government, the United States Forestry Service, the PADDLE INN RAFTING COMPANY, it's employees, officers, owners, officials, agents and/or employees, contractors, other participants, sponsors, advertisers, and if applicable, owners and lessors of equipment or property used in the activity ("Releasees"), from any and all claims, WITH RESPECT TO ANY AND ALL ILLNESS, INJURY, DISABILITY, DEATH, loss of Service, or loss or damage to person or property, OR OTHERWISE, associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. Any litigation arising from these activities will be heard in Swain County, NC.

- * I understand I **must be at least 60 pounds, or 7 years of age** to ride the Nantahala River.
- * I understand **that if I have any questions or concerns** before the trip, I can ask a Paddle Inn Staff member for help, and express any concerns or personal needs prior to my trip, ie.. medications, etc.
- * **I understand that a properly sized, adjusted and fully buckled personal flotation device is critical to my safety, and I will keep my Life Jacket fully secured at all times during my trip.**
- * **I will listen carefully to the safety presentation**, ask any questions, and follow safety rules explicitly for my safety and the safety of others involved in the activity.
- * **If I observe any unusual significant hazard** during my presence or participation in the activity, I will remove myself from participation and bring it to the attention of the nearest official immediately.
- * I hereby grant Paddle Inn Rafting Company the right and permission to use any photograph taken of me on the river for use in any advertising and promotion, and the photographs will remain the property of the Paddle Inn.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I THEREFORE SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR PREJUDICE.

PARTICIPANT (PRINT)	PARTICIPANT (SIGN)
STREET ADDRESS	CONTACT PHONE NUMBER
CITY, STATE, ZIP	DATE

PARENTS/GUARDIANS OF MINOR AGED PARTICIPANTS (UNDER AGE 18 AT TIME OF EVENT)
 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.

PARENT OR GUARDIAN (SIGNATURE)	PARTICIPATING MINOR'S DATE OF BIRTH
PARENT OR GUARDIAN(PRINT) DATE	PARTICIPATING MINOR'S AGE