

Date _____ Trip Time _____

River Location: French Broad River/Section 4/ Bent Creek River Park to Asheville Outdoor Center/Southern Waterways, Inc
River park 521 Amboy Road Asheville, NC 28806

(Part I)

IMPORTANT INFORMATION PLEASE READ CAREFULLY

This Document affects your legal rights. It must be signed by you, the participant, whether you are an adult or minor, if you are renting or otherwise using equipment or participating in activities offered by Asheville Outdoor Center/ Southern Waterways, Inc. It must be signed by also by your parent or legal guardian if you are a minor participant (under 18 yrs). The parent or guardian agrees to these terms individually and on behalf of the minor. Only a parent or legally appointed guardian may sign for a minor participant. References in this agreement to "I" or "we" include all who sign below unless otherwise clearly indicated.

Participant Agreement

Including Acknowledgement and Assumption of Risks, Agreements of Release and Indemnity, and Additional Provisions.

Warning: There are significant elements of risk in any adventure, sport or activity associated with the outdoors or wilderness. The use or presence of watercraft, including but not limited to canoes, kayaks, rafts, tubes, incidental camping, hiking, bicycling, or gem mining , and all other actions (referred to herein as activity), and the use of any related equipment. In consideration of the opportunity to rent or otherwise use certain equipment and /or participate in activities offered by Asheville Outdoor Center Southern Waterways, Inc., Participant (Adults & Minor) and the parents or guardians of a minor participant, understand, acknowledge and agree as follows:

(Part II)

The services of provider may include renting equipment and providing trips (including guided trips) by raft, tube, canoe, or kayak, (referred to, collectively as watercraft) as well as activities taking place on property (521 Amboy Rd. Asheville, NC 28806) Activities, scheduled and unscheduled, associated with these services may include, in addition to travel by water, swimming, wading, hiking, climbing on rocks, and slopes, camping, the act know as gem mining, bicycling, portaging, (carrying the watercraft) and travel to and from the activities.

The hazards and risks(together referred as "risk") of the use of the watercraft include the following: Entering, exiting and operating the watercraft: water which may be fast, deep, cold, and subject to rapid change, objects which may be encountered in and out of the water, and which may not be obvious, including debris, trees, rocks, boulders, dams, bridges, and other hazards: the watercraft may overturn, swamp, and sink, and occupants may become separated from the craft, feet and other parts of the body may become entrapped in or under rocks and other objects: participants may strike or be struck by objects, other watercraft, and other persons, in and outside of the watercraft. Risks of other activities include those associated with camping, hiking, and moving on and over terrain, including shoreline, the premises of Asheville Outdoor Center/Southern Waterways, Inc. and others and elsewhere, which may be unstable, steep, and slippery and where rocks, trees, and other objects, may fall, and man made and natural structures may fail: animals, including poisonous reptiles, and poisonous plants may cause harm, swimming in unfamiliar surroundings may cause entrapment, injury from slips and falls and drowning. Other risks include errors in judgment of providers staff and other participants, including improper assement of capabilities and conditions pertaining to the activities: certain activities may be instructional, and designed to extend the skills of participant: equipment may be misused or may fail because of manufactures defects or otherwise: collisions may occur while traveling by vehicle to and from the activities: the activities are subject to the unpredictable forces of nature, including exposure to sun, cold, wind, hail, lightning, flash floods, and other such phenomena: activities may take place in remote places, significantly delaying emergency medical care , evaluation and the ability to rescue participant and evacuate them.

Participant, and the parent or guardian of a minor participant, acknowledge and understand that the description of activities and risks above is not complete and that all activities, whether or not described, may be dangerous and may include risks which are not inherent and cannot be reasonably avoided without changing the nature of the activity. Participation in the activities can cause bites, stings, allergic reactions, and overexertion, heat stroke, hypothermia, illness due to contaminated water, bumps, cuts, bruises, strains, broken bones and other injuries and illnesses. Property loss and serious injury and death, including by falling and drowning are possible.

Provider has made no effort to determine, and accepts no responsibility for, medical, physical or other qualifications or the suitability of the Participant or other Participants, for the activities. Client, and the parent or guardian of a minor participant, accepts full responsibility for determining participants medical, physical or other qualifications or suitability for participating in the activities. Provider is not responsible for the water conditions, routes, camp sites, or other activities of renters of its equipment. Certain activities may be conducted by independent contractors hired by provider. These contractors are not trained or supervised by provider and provider has no control over them and accepts no responsibility for their conduct.

Alcohol will, and other substances may, impair judgment and reduce a participants ability to effectively manage the risks of water travel, and other activities and are prohibited on any Asheville Outdoor Center/ Southern Waterways, Inc. trips, camping, and land activities.

Over please

Participants should inspect unfamiliar rapids and other hazards before attempting to pass through or over them: **participants will always wear a fastened life jacket PFD (personal floatation device) while on or near any waterways , will always wear footwear which will provide protection from sharp objects, and which will minimize the risk of foot entrapment. Failure to adhere to these and other safety precautions may result in serious injury or death.**

(Part III) Acknowledgement and Assumption of Risks

I, the participant (adult /minor) and the parent or guardian of a minor participant, understand the nature of the services of the provider and other activities which may occur, and their risks. Acknowledge and expressly assume all risks of the activities, whether or not described above, known or unknown, and inherent or otherwise. I take full responsibility for any injuries or loss, including death, which I or a minor child for whom I sign, may suffer, arising in whole or part out of such activities.

(Part IV) Agreements of Release and Indemnification, and Additional Provisions

If I am an adult participant, or the parent or guardian of a minor participant, I agree, for myself and on behalf of the minor participant for whom I am signing, as follows:

I release provider, its employees, contractors, volunteers, directors and owners, (“released Parties”) from any and all claims of injury or loss which I, or the minor child for whom I have signed for, may suffer, arising out of or in any way related to my, or the child’s enrollment in or participation in the activities of providers or the use of its equipment. Neither I, the minor child, nor anyone acting on our behalf, will bring suit or otherwise assert any such claims against a released party. I will indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorneys fee) each released party from any claim of liability, including one brought by or for a minor child for whom I sign, a co-participant in any of the activities of provider, a rescuer, a member of my, or the minor child’s family, or anyone else, asserting a loss arising out of or in any way related to my, or the child’s, enrollment in our participation in the activities of the provider or the use of the equipment.

The agreements of release and indemnification above include claims arising in whole or in part from negligence (but not grossly negligent, reckless, or intentionally wrong) acts or omissions of released parties or any of them, and all other claims, including for personal injury, wrongful death, property damage, products liability (including strict liability) breach of contract or warranty, or otherwise. The agreements are intended to be enforced to the fullest extent allowed by law, and to be binding on me as participant and on me as parent or guardian of a minor participant, individually and on behalf of the minor for whom I sign.

(Part V) Additional Provisions

I authorize provider to provide or obtain for me, or the minor for whom I sign, such medical care as it considers necessary and appropriate and I agree to pay all costs associated with such care and related transportation. Any dispute between provider and me or the minor child for whom I sign will be governed by the substantive laws of the state of North Carolina (not including laws which might apply the laws of another jurisdiction), and any mediation or suit shall take place in that state. In the County of Buncombe. If the dispute cannot be resolved by mutual agreement, I agree to submit it to a mediator recognized by the Courts of that State and County. I agree to pay all costs and attorneys fee incurred by provider in defending a claim or suit brought by me or by or on behalf of the minor for whom I sign, if the claim or suit is withdrawn or to the extent a court or mediator determines that the provider is not responsible for the claimed injury or loss

(Part VI)

This agreement is entered into voluntarily, and after careful consideration. Its terms cannot be amended in writing. I understand that it is binding, to the fullest extent allowed by law, upon all persons signing below, our respective heirs, executors, administrators, wards, minor children (whether or not they are clients) and other family members. If any part of this agreement is found by a Court or other appropriate authority to be invalid, the remainder of the agreement nevertheless shall be in full force and effect.

I have read the foregoing acknowledgement of risk, assumption of risk and responsibility and release of liability. I understand that by signing this document I may be waiving valuable legal rights.

Participant Name (Adult or Minor) _____ **Age** _____ **Date** _____

Participant Sign and/or Parent/Guardian sign _____ **Date** _____

Emergency Contact _____ **Phone#** _____

List know allergies to Meds/plants/insects _____

Describe any conditions or injury which may limit your participation _____

Address _____ City: _____ State _____ Zip _____

Email _____