

Date: _____

Catawba River Expeditions, LLC

803.493.4069

Waiver and Release of Liability

In consideration of being permitted to participate in any way in the canoe/kayak/tubing/shuttle activities provided by Catawba River Expeditions, LLC ("Releasees") I, for myself, my personal representatives, assigns, heirs and next of kin, I:

1. ACKNOWLEDGE, agree and represent that I understand the nature of paddlesports and related activities and that I am qualified, in good health, and in proper physical condition to participate in these activities and willingly agree to comply with the stated and usual terms and conditions of participation. I agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation. If I decide to not complete the activities as planned, I assume all risks related to my decision to leave.

2. I fully understand that paddlesports and related water activities involve risks and dangers of damage to personal property and serious personal bodily injury. This may include permanent disability, paralysis, and death ("risks"). These risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating, the condition in which the activities take place, or the negligence of the "Releasees" named below. There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time, and I fully accept and assume all such risks and all responsibility for losses, costs and damages I incur as a result of my participation or that of the minor in the activity.

3. I hereby release, discharge, and covenant not to sue Catawba River Expeditions, LLC and their associates and/or members and, if applicable, owners and lessors of premises on which the activity takes place, from all liability, claims, demands, losses, injuries, damage to property, or other damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations. I further agree that if, despite this release and waiver of liability, assumption of risk and indemnity agreement I, or anyone on my behalf, makes a claim against any of the "releasees" I will indemnify, save, and hold harmless each of the releasees from any litigation expenses, attorney fees, loss, liability, damage or cost which any may incur as the result of such claim.

4. I AGREE TO WEAR MY LIFE JACKET!

PARTICIPANT or PARENT OF MINOR PARTICIPANT: I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect. If I am signing to allow my minor child to participate, I agree to all above.

Signature of Participant or Parent of Minor Participant: _____

Name of Minor Participant: _____

Address: _____

Email Address: _____

Cell Phone: _____