



**ASSUMPTION OF RISK, WAIVER, RELEASE AND COVENANT  
NOT TO SUE AGREEMENT**

In consideration of the services performed, and all activities which may be in any way conducted by, **River Ratz Tubing & Kayak, LLC** ("**River Ratz**") all of the undersigned parties do hereby release **River Ratz**, its agents, owners, officers, volunteers, participants, employees or any other parties acting on its behalf in any capacity whatsoever, from any and all liability resulting from the activities, of any kind or character generally described as follows:

**Participation in any and all water sport activities, tubing, rafting, canoeing, or any activities related thereto (hereinafter "the Activities"). The undersigned fully understands and assumes all risks associated with any and all such Activities, including, among other things, the possibility of drowning, slipping, falling, collision with fixed or moveable objects or other watercraft; boat capsize and entrapment; unpredictable current and/or river, creek or related water levels, conditions, waves, or turbulence- or any and all other activities which the undersigned fully and voluntarily assume the risk of, and participate with River Ratz as a part of the signing of this Agreement.**

I (We) understand that **River Ratz**, and its parties released hereby (the "Releasees") have difficult jobs to perform. I (we) assume the risk of my fitness and ability to engage in the Activities, the uses of any equipment rented to me and any and all malfunction, problems, and/or issues that might arise regarding my use of the equipment.

**I understand in connection with the Activities that I assume all risks of injuries or damages to persons or property, wrongful death; injuries caused by my participation in the Activities of any kind; or related to the equipment operation or failure to properly operate, my own physical condition and/or the physical exertion associated with the Activities. Further any loss, injury, damage or destruction of my own property, personal items, or items I bring to the Activities. Any such claims for injury, damages, emotional or physical stress, as recited herein shall be referred to in this Agreement as "Claims".**

**BEFORE SIGNING THIS AGREEMENT I WARRANT,  
REPRESENT AND UNDERSTAND THE FOLLOWING MATTERS,  
WAIVERS, AND AGREEMENTS REGARDING THE ACTIVITIES:**

- (1.) I (We) hereby assume the risk and accept all responsibility for the activities and my participation therein. My participation is purely voluntary and I elect to participate while assuming the risk of this participation. I agree to wear a U.S. Coast Guard approved personal flotation device (lifejacket) while participating in the activities.
- (2.) By signing this Agreement, I release and discharge the Releasees from any and all claims related to the Activities, even if due to the Releasees negligence (except willful or wanton negligence or misconduct). The undersigned waives any right to sue Releasees for any such Claims.
- (3.) The undersigned voluntarily release, forever discharge, and agree to indemnify and hold harmless **River Ratz** from any and all Claims.
- (4.) The undersigned further certifies, warrants and represents to **River Ratz** that by signing this Agreement, they are representing that they have adequate insurance to cover any injury or

damage the undersigned may cause, or may suffer while participating in the Activities; including injury or damage to their own equipment, items or property of any kind and value.

- (5.) By signing this Agreement on behalf of any minors, as their responsible party, guardian, parent and/or person in charge of the minor during the Activities, I (we) have full authority to do so and to assume any such risk on behalf of the minor as set forth herein concerning the Activities and all Claims arising thereof.
- (6.) **River Ratz** has been encouraged to make the Activities available to the public for recreational purposes and rely upon the protection of the Georgia Recreational Property Act so as to allow the undersigned to engage in the Activities.
- (7.) In the event I attempt to file a Claim, lawsuit, or other action against the released parties, I agree that such an action may be accomplished solely in the State of Georgia. Further, the substantive laws of the State of Georgia shall apply to any such Claim or attempted action against the released parties. The undersigned Parties are entering into the Agreement and are this date completing the transaction partially based upon the consideration for the forum selection provisions contained in the Agreement. The Parties agree that the exclusive jurisdiction and venue of all actions, claims, or other legal, mediation and/or arbitration proceedings arising in any manner pursuant to this Agreement, shall be vested in the Superior Courts of Floyd County in the State of Georgia and no other. The parties and all successor, assigns, heirs, executors, or future parties at interest agree and accept the jurisdiction of this Court and waive any defense of personal jurisdiction, forum non conveniens, venue or similar defenses and irrevocably agree to be bound by any judgment rendered in the Superior Courts aforementioned; exclusive of any and all other Federal or State courts, in connection with claims arising from this Agreement.

**The undersigned waives their right, to the fullest extent permitted by law, to a jury trial arising out of any Claims. Further, the parties to this Agreement shall mediate any Claims through the mediation program established by the Superior Court of the Floyd Judicial Circuit. If mediation fails, the parties shall arbitrate any Claims to finality, pursuant to the provisions of the Georgia Arbitration Act applicable at the time of any such Claims. The parties agree to divide the costs of mediation and/or arbitration.**

By signing this document, I acknowledge that if anyone is hurt or if property is damaged during my participation in the Activities, I may be found by a court of law, mediator; and/or arbitrator, to have waived my right to a jury trial and to maintain a lawsuit against **River Ratz** and the released parties set forth on this form.

**I had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

**Print Name** \_\_\_\_\_

**Address** \_\_\_\_\_ **City** \_\_\_\_\_

**State** \_\_\_\_\_ **E-mail** \_\_\_\_\_

**Signature of Participant** \_\_\_\_\_ **Date** \_\_\_\_\_

---

**Must be completed for participants under the age of 18 by the Responsible Party:**

**In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by River Ratz to participate in its activities to use its equipment and facilities, I further agree to indemnify and hold harmless River Ratz from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor in the Activities.**

**Responsible Party** \_\_\_\_\_ **Print Name** \_\_\_\_\_ **Date** \_\_\_\_\_