



RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNIFICATION, AND ARBITRATION AGREEMENT

Notice – by signing this document you may be waiving certain legal rights, including the right to sue.

Release and Waiver of Claims; Indemnification Agreement

In consideration of being allowed to use the facilities and participate in programs and events (“Programs”) at Whitewater Sports LLC (The Host) the Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) TO WAIVE ALL CLAIMS that they have or may have against the Host arising out of the Participant’s participation in the Programs or the use of any equipment provided by the Host (“Equipment). The Participant and his/her Parents or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and officers to the fullest extent permitted by law. However, nothing in the Agreement shall be construed as a release for the conduct that is found to constitute gross negligence or intentional conduct;
- 2) TO ASSUME ALL RISKS of participating in the Programs and using the Equipment, even those caused by the negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and officers. The Participant and his/her Parents or legal guardian(s) understand that there are inherent risks of participating in the Programs and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) TO RELEASE the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Programs and use of Equipment, including while receiving instruction and/or training; and
- 4) TO INDEMNIFY the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in Programs and the use of Equipment.

Arbitration

The Participant, and the Participant’s parent(s) or legal guardian(s), if the Participant is a minor, hereby agrees to submit any dispute arising from participation in the Programs to binding arbitration. Submission shall be unlimited. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively the “Panel”), to be chosen by the party appointed arbitrators. The neutral arbitrator shall be an officer or director of any entity that operates a River floating operation in the United States. In the event that the two party-appointed arbitrators are not able to agree to on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the District of 22, utilizing the selection criteria for the neutral as set forth above. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in the county and state in which the Programs occurred and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. As a threshold matter, the Panel shall confirm whether the Waiver and Release contained in this Agreement are enforceable under applicable law.

Personal Responsibility

The Participant certifies that he/she has no physical or mental condition that precludes him/her from participating in the Programs and that he/she is not participation against medical advice.

If helmets are recommended for use while participating in the Programs, and the Participant chooses not to wear a helmet, he/she does so at his/her own risk and accepts full responsibility for any injury that results.

The Participant understands that his/her participation in the Programs is voluntary and further understands that he/she has the opportunity to inspect the Host’s equipment and location before any participation.

The Participant understands that he/she is obligated to follow the rules of the Programs and he/she can minimize his/her risk of injury by doing so and through the exercise of common sense and by being aware of his/her surroundings.

If, while participation in the Programs, the Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Programs and immediately bring said hazard to the attention of the Host.

I, _____ (parent/legal guardian, hereby agree that I will explain to my child that the risk of injury while participating in the Programs can be reduced by following the rules and through the use of common sense and good judgment.

To the extent that any portion of this Agreement is deemed to be invalid under the law of applicable jurisdiction the remaining portions of the Agreement shall remain binding and available for any use by the Host and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Parents or Guardians must also sign if the Participant is UNDER 18.

Participants Signature: _____ Date: _____

Participants Signature: _____ Date: _____

Participants Signature: _____ Date: _____

Participants Signature: _____ Date: _____

Participants Signature: _____ Date: _____

Participants Signature: _____ Date: _____

Participants Signature: _____ Date: _____

Participants Signature: _____ Date: _____

Participants Signature: _____ Date: _____

Participants Signature: _____ Date: _____

Participants Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

By signing this document I am agreeing that I am able to read and understand the English language.

Al firmar este documento, yo estoy de acuerdo que soy capaz de leer y entender el idioma Ingles.