

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Hot Springs Rafting, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "HSR"), I hereby agree to release, indemnify, and discharge HSR, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in guided river rafting trips, inflatable kayaks, tubing, and rafting activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slipping and falling; accidental drowning; whitewater rapids will be encountered; collision with fixed or moveable objects or other watercraft; being jolted, jarred, bounce, and shaken during rides; contact with food boxes, other storage containers, or other fixed equipment necessary to the operation of the expedition and the outfitting of the raft; "washed" overboard resulting in having to swim rapids risking collision with rocks and entanglement in trees; damage to equipment or personal injury; exposure to temperature and weather extremes which could cause cold water shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to sun, strong wind, cold, storms, large waves, eddies, whirlpools, and lightning; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; equipment failure; improper lifting or carrying; travel in remote areas with poor or no access to emergency and/or medical services; transmissible pathogen or disease; my own physical condition, and the physical exertion associated with this activity.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) while participating in this activity.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless HSR from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of HSR's equipment or facilities, **including any such claims which allege negligent acts or omissions of HSR.**
4. Should HSR or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against HSR, I agree to do so solely in the state of North Carolina, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against HSR on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at HSR.

I have 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 _____ DOB _____ Phone Number _____
Address _____ City _____
State _____ Zip _____ Email _____
Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of the following minor(s): (print name(s) and DOB(s)) _____

being permitted by AJSR to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless AJSR from any and all claims which are brought by, or on behalf of minor(s), and which are in any way connected with such use or participation by minor(s).

Parent or Guardian: _____ Print Name: _____ Date: _____