

Date ___ / ___ / ___

**TUCKASEEGEE OUTFITTERS
INDIVIDUAL AND CHILD ASSUMPTION OF RISK AND WAIVER AGREEMENT**

On behalf of myself individually and my minor child(ren) listed below, I understand, agree, and accept the following:

THIS RELEASE covers all aspects of a renting equipment and/or a guided river trips for a whitewater trip on the Tuckaseegee River with Tuckaseegee Outfitters. I understand and agree that participating in this activity, as used in this Release, encompasses all aspects of the trip including all preliminary and subsequent matters, for example the pre-trip talk and the transportation from the river before or after the; as well as all on the water activity. I also understand that the specific risks set out in this release are intended as examples and do not limit this release to those specific risks.

I ASSUME THE RISK OF THIS ACTIVITY: I understand that my participation or any minor's participation in this activity involves unavoidable risks, including for example the risk of serious bodily injury, permanent disability, paralysis, death, and also damage to my property. these risks may be caused by my actions, any minor child's actions, the actions of others and also include the following which are set out as examples only and are not intended to limit my assumption of risk:

1. The negligence of Tuckaseegee Outfitters, officers, employees, and agents;
2. Hazards in the river and on shore posed by rocks, trees, and man made obstacles;
3. Obstacles not always visible from the boat, including rocks, logs or other debris in the water and including the shoreline or the bottom of the river;
4. Errors made by the someone guiding my boat or by someone guiding another boat on the river; and the forces of nature including lightning, thunderstorms and changing weather conditions.

I choose to participate in this activity in spite of the risks, whether listed or not, and I agree to accept and assume all responsibility for and risk of personal injury, illness, death or damage to myself, or damage to my property arising from my participation in this activity.

I WAIVE MY RIGHT TO SUE: In consideration for Tuckaseegee Outfitters renting equipment to me for the agreed upon price, I specifically and voluntarily release, and forever discharge Tuckaseegee Outfitters and officers, agents and employees from, and I covenant not to sue Tuckaseegee Outfitters officers, agents and employees for, any and all liability or claims for any injury, illness, death or loss of or damage to property that I may suffer while participating in this activity. This release and discharge specifically includes, but is not limited to liability or claims caused by the negligence of Tuckaseegee Outfitters officers, agents or employees.

I ASSUME FULL RESPONSIBILITY FOR MINORS: In addition to the consideration and terms of use stated above, I agree to assume full responsibility for my minor child's participation in this activity, or any minor child for whom I sign as guardian, including without limitation, any injuries to a minor, a minor's property or any injuries to other caused by a minor's participation in this activity, even if I do not accompany the minor on the water. A minor means anyone under the age of 18.

I hereby authorize Tuckaseegee Outfitters and its photographic agents to take and utilize photographs of me for the purpose of sale promotion and advertising.

I understand that I and any one for whom I sign as a Parent or Guardian must be of the required age and or weight.

I am over 18 years of age. Yes No If No, list age _____ and fill in box.

Participant's Signature

Printed Name

Print Street Address

Print City / State / Zip Code

Parent / Guardian Section

I sign this agreement as the Parent or Legal Guardian of the named minor and give this minor express permission to participate in this activity.

Parent / Guardian Signature

Print Name and Relationship