



Rappahannock Adventures LLC
Participant Waiver & Release of Liability
EVENT DATE: _____

Please read this document before signing. If you have any questions, please consult an attorney.

Rappahannock Adventures LLC has done everything possible to assure that our clients, guests, and volunteers have an enjoyable experience. By signing this waiver, you acknowledge that a river trip, fishing trip, volunteer event, or other outdoor activity, is not risk-free. The same elements contributing to the unique character and fun of a river, such as “shooting the rapids,” can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect and be informed of some of the possible risks.

ACKNOWLEDGMENT OF RISK

I, the undersigned participant, agree to wear my Personal Flotation Device (PFD) at all times. I understand that changing waterflow, submerged objects, varying weather conditions, the presence of other watercraft, the speed at which I travel, use of tools, the stability characteristics of a watercraft, and certain foreseen and unforeseen events or hazards, can contribute to the unpredictability of this activity; that certain risks associated with this activity such as, but not limited to, collision, upset, overturn, and sinking can result in getting wet, injured, exposed to the elements, drowned, and personal property damaged or lost; that for swimmers and non-swimmers, wearing a U.S. Coast Guard-approved Personal Flotation Device (PFD) is a basic safety precaution; that I may suffer accidents or illness in remote places where there are no available medical facilities; and that I should ask about potential hazards and recommended precautions and procedures. I also realize that participation in this activity can result in personal injury, accident, or illness, including but not limited to insect bites, animal bites, reptile bites, exposure to marine life forms including bacteria, heat related injuries and illness (heat exhaustion, heat stroke, dehydration), cuts, bruises, sprains, broken bones, hypothermia, slipping when getting in or out of watercraft, paralysis, dismemberment, or death.

I certify that I am over the age of eighteen (18) years as of the date of this event. I further certify that minor children under my supervision, listed below, are fully capable of participating in this event. I assume full responsibility for myself and minor children under my supervision, listed below, for bodily injury, death and loss of personal and rental property and any expenses as a result of my negligence, the negligence of members of minor children listed below, or the negligence of Rappahannock Adventures LLC. I acknowledge and accept that the company’s representatives reserve the right to refuse any person they judge to be incapable of meeting the requirements of participating in the event. I certify that I, and minor children under my supervision listed below, are in good physical condition and able to undertake the activities at this event.

INDEMNIFICATION AND RELEASE

I agree to indemnify and hold harmless Rappahannock Adventures LLC (also referred to herein as the company), its agents, and its employees, from all claims, damages, losses, injuries and expenses arising out of or resulting from participation in this event. I further agree to release, acquit, and covenant not to sue Rappahannock Adventures LLC, or its agents or employees, for any actions, causes of action, claims, damages in law, or remedies in equity of whatever kind, including those based upon the negligence of Rappahannock Adventures LLC, arising out of participation in this program.

As liquidated damages, **I agree** that if Rappahannock Adventures LLC is forced to defend any action, claim, lawsuit, or litigation brought by me, my executors, my heirs, or my minor children on my family’s or my behalf, my heirs or executors and I agree to pay the company’s costs and attorney fees.

I authorize and release to Rappahannock Adventures LLC the use of my image in any photo or video recording for its website and social media.

I certify that I have adequate health, disability, and life insurance for myself and my minor children.

The terms of this waiver shall continue and be in effect after this event has ended. A copy of this can be used as an original.

If this is an on-water event, the rapids rating is (circle one): Class I Class II Class III No Rapids

Do you or any member of your party have any medical condition(s) Rappahannock Adventures LLC should know about? Examples include a bee sting allergy, food allergy, and/or medication allergy.

If yes, please list all here: _____

Do you carry an Epinephrine Auto-Injector (EpiPen)? Where is it kept? _____

Every participant eighteen (18) years of age or older must sign his/her name and that of any minors for which he/she is responsible.

By signing below, I acknowledge that I have read and that I understand this waiver, and that I agree to be bound by its terms.

Participant signature: _____

Printed name: _____

Date: _____

For participants under 18:

Parent or Guardian signature: _____

Printed name: _____

Printed name of minor and age: _____

Date: _____

For participants under 18:

Parent or Guardian signature: _____

Printed name: _____

Printed name of minor and age: _____

Date: _____

For participants under 18:

Parent or Guardian signature: _____

Printed name: _____

Printed name of minor and age: _____

Date: _____

Emergency contact: _____

Relationship: _____

Phone number and city/state: _____