



2018

EQUIPMENT RENTAL WAIVER

In consideration to being permitted to participate in the New River Adventure Inc. activities, the undersigned participant and the participant's legal parent and/or guardians, agree to the following waiver and release of liability. We (the undersigned) acknowledge that participating in a New River Adventure Inc. activity has inherent risks, hazards, and dangers that cannot be eliminated. These risks exist regardless of whether we are participating in a guided or non-guided New River Adventure excursion, a tour, a lesson, or while participating in Kayaking, Paddle boarding, and tubing. We understand, acknowledge, and assume each and every risk associated with the activity, any of which can cause injury, permanent disability, or even death.

WE UNDERSTAND THESE RISKS, HAZARDS, AND DANGERS INCLUDE, BUT ARE NOT LIMITED TO:

- 1. Severe weather conditions that are unpredictable and dangerous, including lightning.
2. Severe and harsh water conditions including large, choppy waves.
3. Risks associated with wildlife interactions such as fish, turtles, insects, and other wild animals.
4. The possibility of falling, injuring, twisting, head injuries, and drowning all of which are inherent risks of water sports.
5. Interactions with other people on the water, including (but not limited to) the impact of people traveling on boats, water skiing, jet skiing, swimming, fishing, and those participating in other water sports.
6. Objects and potential hazards such as rocks, piers, bridges, buoys, shoreline, trees, and debris in the water.
7. Risks associated with participating in an activity beyond the participant's mental and physical capability of which may otherwise cause illness, injury, permanent disability, or even death due to a pre-existing health condition regardless whether New River Adventure Inc. has knowledge of the condition during the time of my participation.
8. Risks associated with guide and instructor decision making and conduct.
9. Injuries and illnesses both non-fatal and fatal that occur from over exertion from physical activity.
10. Risks associated with using equipment that may fail, malfunction, or break without prior notice.
11. Risks associated with personal flotation devices (PFD) including the failure to wear one, the failure to be issued one, the failure to properly secure it, the failure to wear a PFD that properly fits, and the possibility of a defect in the PFD that may affect its ability to function.
12. The unavailability of immediate and quality medical attention in an isolated and marine location.

WE ACKNOWLEDGE THAT THESE ARE SOME, BUT NOT ALL OF THE RISKS AND DANGERS INHERENT IN THE ACTIVITY THAT EXIST AND CANNOT BE ELIMINATED. A COMPLETE LISTING OF INHERENT AND OTHER RISKS IS NOT POSSIBLE. THERE ARE OTHER RISKS, HAZARDS, AND DANGERS ASSOCIATED WITH AN ACTIVITY WHICH ARE UNKNOWN, UNFORESEEABLE, AND UNANTICIPATED, AND WE ARE FULLY INFORMED TO ASSUME THE RISKS OF VOLUNTARILY PARTICIPATING IN THE ACTIVITY. NO ONE IS FORCING THE PARTICIPANT TO PARTAKE IN ANY ACTIVITY. We understand the risks, hazards, and dangers described above and have had the opportunity to discuss them with New River Adventure Inc. personnel. We understand that the activity may require good physical conditioning, mental acuity, and the degree of skill of knowledge necessary to engage in them safely. We agree to inspect any and all equipment before use to look for any defective conditions, and if we believe any equipment is defective, we will agree to immediately notify and inform New River Adventure Inc. before partaking in the activity. We assume all risks that may result from our failure in this regard.

WE RELEASE FROM ANY AND ALL LEGAL LIABILITY AND AGREE NOT TO SUE, CLAIM AGAINST, AND ATTACH THE PROPERTY OF, AND PROSECUTE, AND FURTHER AGREE TO DEFEND, INDEMNIFY (indemnify meaning to protect by reimbursement or payment) AND HOLD HARMLESS New River Adventure Inc. and each and every one of its directors, officers, subcontractors, agents, employees, and volunteers, from and against any and all claims, actions, liabilities, suits, and expenses including reasonable attorney's fees which are in any way connected with the participants involvement in the activity, regardless of whether they are foreseen or unforeseen, and regardless of whether such damage, loss, injury, or death results from negligent conduct or for some other cause, including any of the known or unknown risks associated with the activity.

WE EXPRESSLY UNDERSTAND THAT WE ARE RELEASING NEW RIVER ADVENTURE INC. FROM ANY LIABILITY FOR DAMAGES WE SUSTAIN RESULTING FROM NEW RIVER ADVENTURE INC. OR ANYONE ELSE'S FAULT OR NEGLIGENCE, INCLUDING OUR OWN TO THE FULLEST EXTENT PERMITTED BY LAW. This release includes but is not limited to, any and all difficulties, complications, illness, claims, disabilities, damages, injuries, or death occurring either directly or indirectly as a result of medical care or treatment or lack thereof resulting in participation in the activity. If the court or any other appropriate form of authority finds any form of this document to be invalid, all other portions of this document will remain in full force and effect and binding upon the parties.

GUIDELINES:

- All participants must know how to swim.
-All participants must wear a personal flotation device (PFD) who are under the age of 16.
-All participants need to complete this assumption of risk waiver.
-Participants under the age of 18 must have their parent/guardian complete the waiver.
-Participants are responsible for damage, loss, and replacement of rental equipment i.e. Paddleboards, Kayaks, Tubes, etc.

I HAVE CAREFULLY READ, VOLUNTARILY SIGN, AND CLEARLY UNDERSTAND THAT THIS IS A RELEASE FROM ANY LEGAL LIABILITY, AGREEMENT TO INDEMNIFY NEW RIVER ADVENTURE INC., AND ACKNOWLEDGMENT OF RISKS. I HEREBY ACKNOWLEDGE THAT ALL OF THE BELOW INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I SIGN CONFIRMING THAT I AM IN COMPLETE ACCORDANCE WITH THE WAIVER.

Participant's Full name: \_\_\_\_\_
Participant's Address (City, State and Zip): \_\_\_\_\_
Participant's Age: \_\_\_\_\_
Participant's E-mail Address: \_\_\_\_\_
Participant's Phone Number: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_
DATE: \_\_\_\_\_