

## New River Jetboats RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of being allowed to participate in river trips and other whitewater activities (the "Activity"), I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in the Activity, which involves travel on or being in whitewater rivers and streams. I agree to only participate while wearing the protective and safety equipment required, to follow the instructions of the captain, staff or guides and, if I believe it unsafe, to immediately discontinue my participation. I know that the Activity involves substantial risk of serious bodily injury, including disability, paralysis and death, and damage or loss of personal property as the result of exposure; travel on or being in rivers, lakes and streams; and other known and foreseeable risks including, but not limited to, the risks of travel on roads or rough terrain by foot, conveyances, or other means; the risks arising from the failure or misuse of equipment; and the risks that injuries may occur in remote areas without adequate medical facilities. I realize that there may be other risks not known to me or not readily foreseeable, but I fully accept and assume all such risks, whether or not identified above, and I assume all responsibility for losses and damages which I may suffer as a result of my participation in this Activity. The Releasees identified below may also have been requested to arrange for my participation in activities or services, including lodging or meals, provided by others ("Additional Services") and I acknowledge that the Releasees have made no representations whatsoever as to the safety or quality of those Additional Services. I HEREBY RELEASE New River Jetboats, any parent, related and/or subsidiary corporations, partnerships, companies and entities; their respective administrators, directors, agents, officers, volunteers, and employees; other participants; sponsors; advertisers; and the owners and lessors of the property on which the Activity takes place (the "Releasees") from all liability, claims, demands, losses, costs and damages arising or asserted to arise, directly or indirectly, in whole or in part, from the Activity or the Additional Services whether resulting from negligence or otherwise, including rescue operations, and will indemnify and hold harmless the Releasees as to all such matters. I consent to the use without compensation by Releasees of photographs and video recordings made of me or the minor identified below while participating in the Activity or using the Additional Services and agree that all such materials, including negatives, are the sole property of the Releasees. I agree that the exclusive venue of any suit or claim against the Releasees for any reason whatsoever shall be the Magistrate or Circuit Courts of Fayette County, West Virginia; consent to the jurisdiction of such Courts as to any action against me to enforce this Agreement; and agree that this Agreement is to be enforced in accordance with the law of the State of West Virginia. I have read the foregoing Release, Assumption of Risk and Indemnity Agreement; understand that I will give up substantial rights by signing it; sign it freely and without any inducement or assurance of any nature not stated herein; intend it to be a complete and unconditional release, assumption of risk and indemnity to the greatest extent allowed by law; and agree that if any portion of this Agreement is held invalid the remainder shall continue in full force and effect.

OUTFITTERS ARE REQUIRED BY STATE LAW TO OBTAIN THE FOLLOWING INFORMATION!

FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_ AGE \_\_\_\_\_

Printed Name of Participant If Minor \_\_\_\_\_ DATE \_\_\_\_\_

Signature of Participant or Legal Guardian \_\_\_\_\_ DATE \_\_\_\_\_

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EMAIL \_\_\_\_\_

EMERGENCY PHONE NUMBER \_\_\_\_\_