

WHITEWATER RAFTING

WAIVER AND RELEASE OF LIABILITY - PLEASE READ CAREFULLY

In consideration of Children's Bible Ministries and Watauga Kayak Tours & Outfitters LLC, furnishing services and/or equipment to enable my child/teen to participate in whitewater and/or flat water paddling activities, and not excluding transportation to and from such activities, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of paddling equipment and my participation in paddling activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owner, employees, officers or agents of the United States of America, Tennessee Valley Authority, Carter County, Tennessee, Children's Bible Ministries of East Tennessee and Watauga Kayak Tours and Outfitters LLC; the negligence of the participants, the negligence of others, accidents, breaches of contract, the force of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail or river route location, and water level, risks of falling out of or drowning while in a raft, canoe or kayak and such other risks and hazards and dangers that are integral to recreational activities that take place in wilderness, outdoor or recreational environment; and (d) and by my child's/teen's participation in these activities and/or use of equipment, I hereby assume all risk and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of the United States of America, Tennessee Valley Authority, Carter County, Tennessee, Children's Bible Ministries of East Tennessee and Watauga Kayak Tours & Outfitters LLC.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the United States of America, Tennessee Valley Authority, Carter County Tennessee, Children's Bible Ministries of East Tennessee and Watauga Kayak Tours & Outfitters LLC and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my child's/teen's use of paddling equipment or my child's/teen's participation in paddling activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of the United States of America, Tennessee Valley Authority, Carter County, Tennessee, Children's Bible Ministries of East Tennessee and Watauga Kayak Tours & Outfitters.

The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Children's Bible Ministries of East Tennessee and Watauga Kayak Tours & Outfitters LLC or its agents is a party shall be either Carter County, Greenville, or Tennessee Court of Appeals in Knoxville, or State Supreme Court in Davidson County, State of Tennessee.

I hereby authorize Children's Bible Ministries of East Tennessee and Watauga Kayak Tours & Outfitters LLC and its photographic agents to take and utilize photographs of my child/teen for the purpose of promotions and advertising.

I understand that my child/teen must be liable for damaged or lost equipment; Watauga Kayak Tours & Outfitter LLC manager will determine replacement cost of equipment.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE CHILDREN'S BIBLE MINISTRIES OF EAST TENNESSEE AND WATAUGA KAYAK TOURS & OUTFITTERS LLC FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Signed _____ **Date** _____