

WAIVER AND RELEASE OF LIABILITY

In consideration of Ocoee Inn Rafting, Inc. furnishing services and/or equipment to enable me to participate in whitewater rafting activities, I agree as follows:

I fully understand and acknowledge that (a) risks and dangers exist in my use of whitewater rafting and my participation in whitewater rafting activities, and in loading and unloading onto and being transported to recreational sites by bus or van; (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 owners, employees, officers or agents of the United States, the U. S. Forest Service, the Tennessee Valley Authority, the State of Tennessee, the Ocoee River Outfitters Association, the Appalachian Growth Fund III, Lake Ocoee Inn & Marina, Inc., and Ocoee Inn Rafting, Inc., the negligence of the participants, the negligence of others, accidents breeches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (d) by my participation in these activities and use of equipment, I hereby assume all risks 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, the U. S. Forest Service, the Tennessee Valley Authority, the State of Tennessee, the Ocoee River Outfitters Association, the Appalachian Growth Fund III, Lake Ocoee Inn & Marina, Inc., and Ocoee Inn Rafting, Inc. or by any other person.

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, the U.S. Forest Service, the Tennessee Valley Authority, the State of Tennessee, the Ocoee River Outfitters Association, the Appalachian Growth Fund III, Lake Ocoee Inn & Marina, Inc., and Ocoee Inn Rafting, Inc., 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 use of whitewater rafting equipment or my participation in whitewater rafting 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 any other conduct by the owners, agents officers or employees of the United States, U.S. Forest Service, the Tennessee Valley Authority, the State of Tennessee, the Ocoee River Outfitters Association, the Appalachian Growth Fund III, Lake Ocoee Inn & Marina, Inc., and Ocoee Inn Rafting, Inc. I hereby authorize Ocoee Inn Rafting, Inc., and its photographic agents to take and utilize photographs of me for the purpose of promotion and advertising. I am at least twelve (12) years of age.

The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Ocoee Inn Rafting, Inc., Lake Ocoee Inn & Marina, Inc. or its agents is a party, shall be the Circuit Court of Polk County, Benton, TN 37307.

I HAVE READ THE ABOVE WAIVER AND RELEASE, AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE THE UNITED STATES, THE U.S. FOREST SERVICE, THE TENNESSEE VALLEY AUTHORITY, THE STATE OF TENNESSEE, THE OCOEE RIVER OUTFITTERS ASSOCIATION, THE APPALACHIAN GROWTH FUND III, LAKE OCOEE INN & MARINA, INC., AND OCOEE INN RAFTING, INC., FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

SIGNATURE

TODAY'S DATE

STREET ADDRESS

CITY

STATE

SIGNATURE OF PARENT OR GUARDIAN  
(if less than 18 years old)

AGE (IF UNDER 18)

ZIP