OUTDOOR ADVENTURES Inc.
PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT
READ BEFORE SIGNING

Participants Name (PLEASE PRINT):_____

Address:_____City_____State_____Zip_____

Email (optional):_____

In consideration of Outdoor Adventures, Inc. dba: Wahoos on the Pigeon River furnishing services and/or equipment to enable me to participate in Outdoor Adventures, Inc. dba: Wahoos on the Pigeon River activities, I agree as follows:

1. The risk of injury from the activities involved in whitewater rafting is significant, including the potential for permanent paralysis and death.
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF OUTDOOR ADVENTURES, INC. DBA: WAHOOS ON THE PIGEON RIVER** or others, and assume full responsibility for my participation.
3. I willingly agree to comply with the terms and conditions for participation. If I observe any unusual significant hazard during my participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEARBY RELEASE, INDEMNIFY AND HOLD HARMLESS OUTDOOR ADVENTURES, INC. DBA: WAHOOS ON THE PIGEON RIVER,** its officers, officials, agents and/or employees, other participants, sponsors, advertisers and, if applicable, owners and lessors of premises used to conduct the activities provided by Outdoor Adventures, Inc. dba: Wahoos on the Pigeon River from any and all claims, demands, losses and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WETHER ARISING FROM THE NEGLIGENCE OF OUTDOOR ADVENTURES, INC. DBA: WAHOOS ON THE PIGEON RIVER OR OTHERWISE,** to the fullest extent permitted by law. The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which Outdoor Adventures, Inc. dba: Wahoos on the Pigeon River or its agents is a party shall be either the City of Newport, Tennessee Justice Court or the County or State Supreme Court in Cocke County.

WARNING

Pursuant to Tennessee Code Annotated, Title 70, Chapter 7, Part 2, a whitewater professional is not liable for an injury to or the death of a participant in whitewater activities resulting from the inherent risks of whitewater activities.

X_____ _____ _____

Participant's Signature Age Date

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER 18 ON DAY OF THE TRIP)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of Outdoor Adventures, Inc. dba: Wahoos on the Pigeon River, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless Outdoor Adventures, Inc. dba: Wahoos on the Pigeon River from any and all liability incidents to my minor child's involvement or participation in these activities as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF OUTDOOR ADVENTURES, INC. DBA: WAHOOS ON THE PIGEON RIVER,** to the fullest extent permitted by law.

X_____ _____ _____

Parent/Guardian Signature Child's Age Date