

Group Name: _____ No. in group: _____ Trip Date: _____ Trip Time: _____

PLEASE READ CAREFULLY
WAIVER AND RELEASE OF LIABILITY

In consideration of Cherokee Rafting Service, Inc. furnishing services and/or equipment to enable me to participate in whitewater rafting or any other activity, 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 Cherokee Rafting Service, Inc.'s equipment and my participation in whitewater rafting activities, related 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 loss or damage to personal property, 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 of America, United States Forest Service, the State of Tennessee, Tennessee Valley Authority, Southeast Local Development Corporation and Cherokee Rafting Service, Inc.; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide/staff decision making, including that guide/staff 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, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment and in transportation to and from recreational activity sites; and (d) by my participation in these activities and/or 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 of America, United States Forest Service, the State of Tennessee, Tennessee Valley Authority, Southeast Local Development Corporation and Cherokee Rafting Service, 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 Cherokee Rafting Service, Inc. and its owners, agents, officers, and employees from any and all claims, actions or bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Cherokee Rafting Service, Inc.'s whitewater rafting equipment or my participation in whitewater rafting activities, transportation, and related 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, United States Forest Service, the State of Tennessee, Tennessee Valley Authority, Southeast Local Development Corporation and Cherokee Rafting Service, Inc.

I hereby authorize Cherokee Rafting Service, Inc. and its photographic agents the right to take and utilize photographs of me for the purpose of sale, promotion, advertising, or other commercial purpose.

The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Cherokee Rafting Service, Inc. or its agents is a party to shall be either the Town of Benton, Justice Court or the County or State Supreme Court in Polk County.

I understand that I and anyone for whom I sign as a Parent or Guardian must be of the required age.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE CHEROKEE RAFTING SERVICE, INC. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Signature of Participant: _____ Date: _____

Print Name: _____ Age (IF UNDER 18): _____

PARENT/GUARDIAN SIGN BELOW - NOTE: Children MUST be 12 years or older

Signature of Parent/Guardian: _____ Date: _____

Print Name of Parent/Guardian: _____

If you would like to receive future information about whitewater rafting trips with Cherokee Rafting, Inc., please complete the following:

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____