

Participant Assumption of Risks and Acknowledgment of Inherent Risks Agreement (Liability Wavier)
Shenandoah River Outfitters Incorporated and Shenandoah Canoe Company.

In consideration of the services of Shenandoah River Outfitters Incorporated and Shenandoah Canoe Company, Camp OutBack, its agents, owners, officers, volunteers, participants, employees, related companies and all other persons or entities acting in any capacity on their behalf (hereinafter collectively "SRO & SCC"), I hereby agree to release and discharge SRO & SCC on behalf of myself, my parents, my heirs, assigns, personal representative and estate as follows:

1. **Inherent Risk** I acknowledge that water and land related activities such as canoeing, tubing, rafting or kayaking, picnicking, camping, lodging, traveling and recreating in the wilderness entail known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties.

I understand and acknowledge that the enjoyment and excitement of adventure and water activities is derived in part from inherent risks incurred by travel and activity beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to my enjoyment and excitement and are an integral reason for my participation in this activity. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. I also understand and acknowledge that failing to use or properly use assigned safety type equipment such as personal flotation devices and/or my failure to follow instructions increases my risk of injury or of not surviving an accident or incident while doing a water or land related activity. The inherent risks associated with the related activity in which I am about to participate include, but are not limited to: sustained rigorous activity or paddling that may be mentally and physically stressful, encountering whitewater rapids and changing water flows and the possibility that I will be jolted, jarred, bounced, thrown to and fro and shaken about during rides through rapids, ledges and rocks with some of these changing water flows; it is possible that I could be injured if I come in contact with paddles or other equipment necessary to the operation of the water or land activity; I recognize there are foot holds in watercraft which may assist in stabilizing or steering in the watercraft but which may present an increased risk of knee, ankle or other injury as a result of restricted or sudden movement; the watercraft may break down or be faulty; it is possible that loss of control of the canoe, raft, tube or kayak could occur resulting in collision, capsizing or sinking and that if a canoe, kayak, raft or tube turns over I could be "washed" overboard; canoes, rafts & kayaks are slippery when wet and are unstable so that I could slip and fall or be knocked out of the canoe, tube, raft or kayak even in flat or non-moving water; while in the water I may become disoriented, panicked and/or experience trauma from rocks, boulders, etc; I can slip or fall during hiking or portaging or getting to and from the watercraft; I understand that the areas in which I might walk sometimes hide dangerous obstacles such as tree wells, tree stumps, creeks, rocks and boulders, forest dead fall, etc.; the canoes, tubes, rafts & kayaks or any portion of them may collide with or encounter other water craft, man-made or natural objects including submerged or semi-submerged or fallen trees, slippery rocks, branches, boulders, bridges, etc.; accidents can occur getting on and off or into canoes, tubes, rafts & kayaks; the weather can be unpredictable and change rapidly, storms or even lightening are possible; exposure to the natural elements can be uncomfortable and/or harmful and I am aware that this exposure could cause sunburn, dehydration, heat exhaustion or heat stroke, cold or hypothermia or fatigue, some or all of which may diminish my or the other participants ability to react or respond; I understand that prolonged exposure to cold water can result in hypothermia and in extreme cases death; I may encounter dangerous or aggressive or poisonous wildlife, insects, etc.; communication in the river environments in which this activity occurs is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available.

I expressly acknowledge that the use of drugs and alcohol during any or all of the activities associated with or provides by SRO & SCC is done at my own peril and is not condoned, encouraged or excused by SRO and SCC in any way. SRO & SCC reserve the right to inspect coolers and remove alcohol.

I understand and expressly acknowledge that I have responsibilities, including the responsibility for my own safety while participating in any or all of the activities associated with or provided by SRO & SCC. I also acknowledge that I have the responsibility to inspect any and all facilities or equipment to be used and to immediately advise SRO & SCC of anything which I consider to be unsafe or to refuse to participate. I acknowledge that SRO & SCC is not a "Common Carrier" but rather is in the business of providing boating/floating and other recreation activities. Transportation to and from activities is incidental to the activity. Transport and car, bus, or van travel in some instances may be provided by SRO & SCC. and/or SRO & SCC employees and may involve errors in judgment by SRO & SCC or staff operating the vans, buses, cars, or other type transport vehicles. The vehicles and transport trailers may malfunction, break down, or be poorly maintained, causing injury, accidents, delays or in the extreme case, death.

Furthermore, SRO & SCC staff have difficult jobs to perform. They seek safety, but they are not infallible. They may be ignorant of my or another participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions and/or I as the participant(s) may fail to understand the safety directions due to language issues. I specifically acknowledge that decisions made by staff and participants are often made quickly and in difficult settings and are often based on imprecise, momentary and subjective perceptions so that decisions are subject to errors in judgment that can not and should not be associated with fault at a later point in time.

I acknowledge that I ARE ULTIMATELY RESPONSIBLE for my own safety during my participation in SRO & SCC events/activities and on SRO & SCC's own or leased property.

I am responsible for knowing the time and the place I am to come off of the Shenandoah River.

2. **Express Assumption of Risk** As lawful consideration for being allowed to participate in activities offered by SRO & SCC, I expressly agree and promise on behalf of myself and any of the children for which I am responsible, to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I expressly agree and acknowledge that the terms and conditions of this Participant Assumption of Risk and Acknowledgement of Inherent Risks Agreement are contractual in nature and that I am signing it of my own free will.

3. **Indemnity**. As liquidated damages, I agree that, should SRO & SCC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless (in other words, pay for...) for all such fees and costs.

4. **Personal Skill & Insurance**, I certify on behalf of myself and any of the children for which I am responsible that I have sufficient skill and fitness to participate in the activities offered by SRO & SCC I further certify that I have no medical, mental or physical conditions which could interfere with my safety or ability to participate in these activities, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I further certify that I have adequate insurance to cover any injury, damage or emergency transportation and rescue costs I may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs ourselves. I understand that SRO & SCC reserves the right to deny participation before or during an activity if it finds that person impaired or unprepared for activities.

5. **Medical Issues**. I agree on behalf of myself and any of the children for which I am responsible that, in the event that SRO & SCC deems it necessary to administer emergency first aid or CPR or to remove me/us from its activities or premises or to seek emergency medical care for me/us that, by signing this document, I am giving SRO & SCC permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me/us to any health care provider which may become involved in my care, treatment or removal from the field. By signing this document I am waiving any right to object to or bring any type of action or claim against SRO & SCC for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me/us to any health related person who becomes involved in my care or removal from SRO & SCC activities or the course.

6. **Photographic Assignment** I understand that the SRO & SCC reserves the right to take photographic or film (of whatsoever nature) records of any or all of its activities and on behalf of myself and any of the children for which I am responsible I hereby agree that SRO & SCC may use such records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by SRO & SCC

7. **Release as Contract and Personal Capacity** On behalf of myself and any of the children for which I am responsible I expressly agree and acknowledge that the terms and conditions of this Participant Assumption of Risk and Acknowledgement of Inherent Risks Agreement is contractual in nature and that I am signing it of my own free will. I expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing of this document and that there are no other impediments or reasons why I would lack the capacity to enter into this contract with SRO & SCC.

8. **Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I file a lawsuit against SRO & SCC, I agree to do so solely in the Commonwealth of Virginia and Page County, Virginia, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state and I hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled. I agree to submit to the jurisdiction of the Virginia courts. I agree that if any portion of this agreement/ contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this contract can be used as if it were the original. I understand that this document constitutes the entire Agreement/Contract between myself and SRO & SCC and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this release contract.

By signing this document, I acknowledge for myself, and any of the children I am responsible for, that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SRO & SCC on the basis of any claim from which I have released them herein.

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT (ALL PAGES).
I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.**

Participant Signature: _____ Printed Name: _____ Date: _____
Address: _____ E-mail: _____ Phone: _____
City: _____ State: _____ Zip Code: _____ Put me on Annual Mailing _____

Parents or Guardians Additional Indemnification and Signature (Must be completed for participants under 18 years of age)

I represent that I have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed below; I believe and represent that I have the legal authority to make the waivers and releases contained herein. I understand and acknowledge that SRO & SCC relies to its detriment on this representation. In consideration of my child or ward (*Minor*) being permitted by SRO & SCC to participate in its programs or activities, I further agree to indemnify (in other words, I agree to pay for...) and hold harmless SRO & SCC from any/all claims which are brought by, or on behalf of Minor, and which are in any way connected with Minor's use or participation.

Children _____ Age _____ Children _____ Age _____
Children _____ Age _____ Children _____ Age _____

Parent Signature: _____ Printed Name: _____ Date: _____
Parent Signature: _____ Printed Name: _____ Date: _____
Address: _____ E-mail: _____ Phone: _____
City: _____ State: _____ Zip Code: _____