

# Assumption of Risk, Release, and Indemnity Agreement

**Assumption of Risk:** I understand that the Activities<sup>1</sup> in which I (or my child) will engage in cooperation with the U.S. National Whitewater Center<sup>2</sup> (the Center) involve inherent and other risks. **I understand and recognize that the Activities I am engaging in at the USNWC are designed and intended to be authentic outdoor experiences and are not controlled or managed in a manner that eliminates risk associated with those experiences.** Some of those risks are described on the back side of this Agreement and are incorporated by reference. I acknowledge that the Activities are strenuous and dangerous and require a certain degree of physical condition, ability, maturity, and skill. I acknowledge that I am solely responsible for determining my (or my child's) suitability to participate in the Activities. I do have (or my child has) the requisite skills, qualifications, physical and mental ability, and training necessary to properly and safely participate in the Activities. **I understand that these Activities are not rides or amusement devices with guaranteed or controlled outcomes, but are extreme sports which are not in my or other's control.** I also understand that the water elements are not regulated or treated as swimming pools or water rides. I further understand and agree that the Center shall have no duty to warn me of or to remedy any natural or manmade risks, dangers, or hazards. I (or my child) share(s) responsibility for my (his/her) safety and will follow instructions, make reasonable decisions, and act responsibly. The Center cannot ensure my (or my child's) safety and does not seek to eliminate all of the risks of the activities because they contribute to the authenticity of the experience and are inherent to the very nature of the Activities. I choose to voluntarily participate (or allow my child to participate) and observe the Activities despite all risks. **I assume all inherent and other risks and accept responsibility for any property damage and loss and for any personal injury, illness, disability, emotional distress, and death that I (or my child) may suffer, whether described in this document or not.**

In consideration for the Center providing services/facilities and allowing me (or my child) to participate/observe the Activities, I agree to the following:

**Waiver and Release:** I, (and on behalf of my child) agree to forever release and discharge the USNWC from and agree not to sue the USNWC for any and all liability or claims I (or my child) may have for any property damage and loss, personal injury, emotional distress, illness, disability, and death, related to my (or my child's) participation in the Activities or use of any equipment or facilities. This release is for any type of claim, including breach of contract, fraud, or any other type of suit and includes personal injury and property losses alleged to be caused by the negligence of the Center to the fullest extent permitted by law.

**Indemnity:** I agree to defend, indemnify (meaning to pay or reimburse any amount required to be paid, including attorney's fees) and hold the Center harmless from all claims, causes of action, liability, losses, or damages for any property damage, loss or theft, personal injury, disability, death, or other loss brought by or on behalf of me, my child, a family member, my estate, another participant or spectator, or any other person arising from or relating to my (or my child's) use of the property, facilities, and/or participation in the Activities, including claims that USNWC was negligent.

**Acknowledgement of Policies and Photo Waiver:** I acknowledge reading and understanding the USNWC Rules and Regulations relating to the Activities, facilities of the Center, and equipment and agree to comply with and abide by those Rules & Regulations. The USNWC may take and use photographs, video, film, and other images of me (or my child) participating in or observing the Activities. I waive any right of privacy, publicity, compensation, copyright, or other rights to those images and I consent to the Center using those images for any purpose.

**Additional Provisions:** I agree that the substantive laws of North Carolina (but not any law that would apply the laws of another state) govern this Agreement and any dispute I have (or my child has) with the USNWC and consent to jurisdiction in Mecklenburg County, North Carolina. Any mediation, suit, or proceeding will be entered into only in Mecklenburg County, North Carolina. Any portion of this Agreement deemed unlawful or unenforceable is severable and shall be stricken without effect on the enforceability of the remaining provisions.

I have read this Agreement and the information contained throughout the document, I understand its contents, and I sign it voluntarily. **I intend by this Agreement to assume all hazards and risks, waive all rights to sue and release all liabilities and claims, and indemnify the USNWC for any claims arising from** my (or my child's) participation in the Activities. I understand that this Agreement has **no expiration date** and remains in effect at all times that I am (or my child is) observing or participating in the Activities and will be binding on me, my family members, heirs, assigns, executors, representatives, and estate.

Date of Visit

Guest's Signature

Guest's First Name

Guest's Last Name

Date of Birth

Zip Code

Phone #

Male

Female

E-mail

**Parent or Legal Guardian (if guest is under 18 years of age)**

I hereby warrant that I have legal authority to act on my child's behalf and agree to the above terms and conditions for myself and my child. If I am signing for a guest that is not my child, I agree to indemnify the USNWC as provided in the Indemnity provision above for all claims brought by or on behalf of the child for whom I sign or for any claim brought by any other person related to the child's participation in or observation of the Activities.

Name of Parent/Guardian of guest if Minor

Parent/Guardian's Signature

Date

Please exclude me from all correspondence from the USNWC such as newsletters, notices and offers.

## Risks

I recognize that I remain solely responsible for my safety at all times. The Center is not a controlled environment and the activities in which I may engage are extremely dangerous and the USNWC attempts to maintain authentic outdoor experiences which results in risks normally associated with those experiences. The following is a partial list of the risks associated with the Activities at the USNWC. This list does not include all risks, but serves to provide examples and promote an understanding of the risks.

### **The USNWC Does Not Provide Medical Services.**

#### **All of the Activities at the USNWC expose guests to risk of:**

- Death
- Head trauma and facial injuries
- Fractures, dislocations, sprains, strains, burns and other soft tissue injuries
- Contusions, lacerations, abrasions, and various forms of blunt force trauma
- Complications, illnesses and injuries associated with exposure to weather, the natural environment and physical exertion
- Impacts with other individuals or participants and/or their equipment
- Perils and hazards arising from other guests and staff including potential misjudgment by staff or guests
- Perils and hazards arising from natural features, plants, animals, insects, organisms, wet surfaces, tripping and/or falling hazards, and other types of contact with man-made and natural features.
- Perils and hazards arising from equipment failure or malfunction as well as the use or transfer of equipment
- Remote and challenging locations that can delay the delivery of emergency medical services
- Loss of personal property

#### **All paddle sports activities occur in natural bodies of water that are not treated or regulated as pools and specifically expose guests to the risk of:**

- Drowning or other complications and dangers associated with immersion in water
- Falling into water and/or swimming in turbulent water
- Becoming pinned or entrapped by items or obstacles in/on the water
- Colliding with rocks, boats, and other items in the water
- Falling while entering or exiting any boats
- Encounters with motorized and non-motorized watercraft
- Water-borne pathogens, organisms, and other contaminants that can infect or cause harm including illness, injury and death

#### **Biking, Climbing, Zipping, Running, Camping and all other Activities more specifically expose guests to risk of:**

- Falls from heights and obstacles
- Trauma resulting from high speeds and sudden stops
- Trauma resulting from being fully supported in a harness for an extended period
- Colliding with rocks, trees, ground, and other objects as well as tripping over obstacles and uneven surfaces
- Situations where guests will be involved in providing safety support for each other
- Opportunities to become lost and exposure to weather related risks such as lightning, wet, cold, and heat as well as hypothermia

## USNWC Rules and Regulations

- Observe all posted signs and warnings as well as obey all instructions provided by the USNWC staff
- Remain away from the edges of the channels and pools and do not enter any bodies of water at any time unless paddling or climbing
- All guests must have a whitewater PFD and helmet while on the water. All bikers must wear helmets at all times
- All guests must wear appropriate safety equipment and use all equipment in the manner directed by the USNWC
- Keep your hands on your paddle when riding the conveyor belt and never touch any aspect of the conveyor belt system. Remain in your boat at all times while on the conveyor
- Remain at least 50 feet from the pump intakes and outflows
- We strongly recommend that all persons engaging in any activity on the water should be able to swim
- No personal items that can be lost should be brought along while engaging in any of the activities. The USNWC is not and can not be responsible for any guest's personal property
- Inform your guide of any physical limitation or any safety concern you may have, but remember that the USNWC cannot determine if you can safely participate. Persons that have physical limitations, are suffering any illness, or are pregnant should not engage in the Activities unless they have consulted their physicians
- Always remain in control
- Do not engage any element or aspect of the Activities without the supervision or permission of the USNWC
- Do not drink alcohol prior to participating in or during any activity
- Children must be supervised by a parent or guardian at all times

<sup>1</sup> Activities are defined as anything 1) associated with, 2) directed by, 3) offered by and/or 4) occurring at or near the USNWC, including, without limitation, whitewater and flatwater paddling, climbing, biking, running, hiking, swimming, camping, skating, and utilizing harnessed or unharnessed activities including zip lines, obstacles, jumps, ropes courses, and other facilitated or non-facilitated challenge course activities. Activities also include usage of trail system, pathways, parking lots, stairs, buildings, tents, and all other facilities and the grounds as well as spectating, walking, races, competitions, special events and festivals.

<sup>2</sup> USNWC means U.S. National Whitewater Center, Inc., its directors, officers, employees, agents, Aspen Management, LLC, and lessors.