

Assumption of Risk, Release, and Indemnity Agreement

Assumption of Risk: I understand that the Activities¹ in which I (or my child) will engage in cooperation with Whitewater² involve inherent and other risks. **I understand and recognize that the Activities I am engaging in with Whitewater are designed and intended to be authentic 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 participate in the Activities properly and responsibly. **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 others' control.** I further understand and agree that Whitewater 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/their) safety and will follow instructions, make reasonable decisions, and act responsibly. Whitewater cannot ensure my (or my child's) safety and does not seek to eliminate all 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 Whitewater 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 Whitewater from and agree not to sue Whitewater 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 Whitewater 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 Whitewater 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 Whitewater was negligent.

Acknowledgement of Policies and Photo Waiver: I acknowledge reading and understanding the Whitewater Rules and Regulations relating to the Activities, facilities, Events, and equipment and agree to comply with and abide by those Rules & Regulations. Whitewater 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 Whitewater 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 Whitewater 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 Whitewater 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 child. If I am signing for a guest that is not my child, I recognize I am agreeing to indemnify Whitewater 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 Whitewater such as newsletters notices and offers.