

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.

Risks

I recognize that I remain solely responsible for my (and my child's) safety at all times while associated with Whitewater properties and Activities. Whitewater does not provide medical services or rescues. Whitewater's Activities, events and facilities are not a controlled environment. The Activities in which I (or my child) may engage are extremely dangerous and Whitewater attempts to maintain authentic sport experiences which results in risks normally associated with those experiences. The following is a partial list of the risks associated with the Activities at Whitewater's properties, and facilities. This list does not include all risks but provides examples and promotes an understanding of the risks.

All of the Activities associated with Whitewater expose guests to risk of:

- Death
- Head trauma, facial and oral injuries
- Fractures, dislocations, sprains, strains, burns, breaks, chips and various 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, general public or guests
- Perils and hazards arising from natural features, plants, animals/wildlife, 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 hazards associated with motor vehicles

All paddle sports activities occur in natural bodies of water that are not regulated as pools and 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 as well as other people or elements in or associated with the water
- Falling while entering or exiting any boats
- Encounters with other boats, both motorized and non-motorized
- 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
- Injury, death and trauma resulting from association with public roads, trails and remote and rural areas
- Trauma resulting from being fully supported in a harness for an extended period
- Colliding with rocks, trees, ground, and other objects
- Slipping on wet surfaces and 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

Whitewater Rules and Regulations

- Observe all posted signs and warnings as well as obey all instructions provided by the Whitewater staff and public safety authorities
- Remain away from the edges of the bodies of water and any moving water and do not enter any bodies of water at any time unless paddling or climbing or otherwise engaged in Whitewater Activities.
- All bikers must wear helmets at all times and all persons in boats must wear PFDs at all times.
- All guests must wear appropriate safety equipment and use all equipment as directed by Whitewater and the equipment manufacturers
- We strongly recommend that all persons engaging in any activity on or around 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 or events. Whitewater is not and can not be responsible for any guest's personal property
- Inform staff of any physical limitation or any safety concern you may have but remember that Whitewater 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 permission of Whitewater
- Do not become under the influence of alcohol or drugs prior to participating in or during any activity
- Children must be supervised by a parent or guardian at all times

¹ Activities are defined as anything 1) associated with, 2) directed by, 3) offered by and/or 4) occurring at or near Whitewater facilities, 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 as well as the travel associated with the engagement with these activities. By way of further example, Activities also include usage of trails, pathways, parking lots, and roads while participating, supporting, spectating or observing any events or activities as defined herein. Activities also includes the usage of stairs, buildings, tents, and all other facilities and the grounds at or near Whitewater facilities. Activities also specifically includes working or volunteering or assisting with, spectating, and participation in races, competitions, special events, festivals and any other event based programming associated with Whitewater.

² Whitewater means U.S. National Whitewater Center, Inc., Whitewater Holdings, LLC, Whitewater Middleburg LLC, Whitewater Pisgah LLC, Whitewater Grayson LLC their directors, officers, employees, agents, and lessors.