

# WHITEWATER EXPRESS

## Waiver and Release of Liability

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: M / F (circle one)

Group Name: \_\_\_\_\_ Group Leader: \_\_\_\_\_

Date(s) of stay at WhiteWater Express: \_\_\_\_\_

In consideration of WhiteWater Express, Inc. furnishing services and/or equipment to enable me to participate in sponsored activities, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have (a) inherent risks, dangers, hazards, and such exist in my use of WhiteWater Express, Inc. equipment and my participation in such activities; (b) my participation in such activities and/or use of such equipment may result in 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; © these risks and dangers may be caused by the negligence of the owners, employees, officers, or agents of WhiteWater Express, Inc., the Tennessee Valley Authority, the State of Tennessee, and the United States; 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 decision making, including that a guide 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 (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 WhiteWater Express, Inc., the Tennessee Valley Authority, the State of Tennessee, or the United States, 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 WhiteWater Express, Inc., the Tennessee Valley Authority, the State of Tennessee, and the United States, and its owners, agents, officers, and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, or otherwise which may arise out of my use of WhiteWater Express, Inc. equipment or my participation in WhiteWater Express, Inc. 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 WhiteWater Express, Inc., the Tennessee Valley Authority, the State of Tennessee, and the United States.

The venue of any dispute that may arise out of this agreement or other-wise between the parties to which WhiteWater Express, Inc. or its agents is a party shall be either the City of Benton, Tennessee Justice Court or State Supreme Court in Polk County Tennessee.

**I HAVE READ THE ABOVE WAIVER AND RELEASE. BY SIGNING IT, I AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE WHITEWATER EXPRESS, INC., THE TENNESSEE VALLEY AUTHORITY, THE STATE OF TENNESSEE, AND THE UNITED STATES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Parent/Guardian Signature (if under 18): \_\_\_\_\_

Date: \_\_\_\_\_

Read, understand, and check each activity to allow participation.

\_\_\_\_\_ **Horseback:** Helmets are available; the BSA requires use, while others have the option. Closed-toe shoes must be worn. For the health and safety of our horses, a weight limit of 260 pounds must be adhered to.

\_\_\_\_\_ **Mountain Biking:** Helmets are provided and required. Closed-toe shoes must be worn.

\_\_\_\_\_ **Paintball:** SEE ADDITIONAL RELEASE ON THE BACK OF THIS PAGE

A protective mask is provided and required; long pants and sleeves are suggested. A top-quality gun, CO2, and 200 paintballs are provided for each participant. Additional paintballs can be purchased in advance or on the field; we cannot allow individuals to bring their own paintballs. You are welcome to bring your own gun; we will gladly calibrate it to our course requirements.

\_\_\_\_\_ **River Rafting:** An approved PFD, helmet, and paddle are provided and required. Safety instructions will be given prior to each river trip. Shoes must be able to stay on your foot; no flip-flops.

**Ocoee rafters must be 12 years old or older!**

\_\_\_\_\_ **High Ropes / Swing, & Challenge Course:** Both High and Low elements are available. Closed-toe shoes are strongly encouraged.

**WHITEWATER EXPRESS**  
**Paintball Waiver and Release of Liability**

In consideration of participating in Paintball, I represent that I understand the nature of this activity and that I am qualified, in good health, and in proper physical condition to participate in such activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activity.

I fully understand that this activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the 'releasees' named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the activity.

I hereby release, discharge, and covenant not to sue WhiteWater Express, Inc., its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the activity takes place, (each considered one of the 'releasees' herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the 'releasees' or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the 'releasees;', I will indemnify, save, and hold harmless each of the 'releasees' from any loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Print Name of Participant \_\_\_\_\_ Date \_\_\_\_\_

Signature of Participant \_\_\_\_\_

**Parental/Guardian Consent**  
**For those 10 to 17 years old**

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activity and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the 'releasees' from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the 'releasees' or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above 'releasees', I WILL INDEMNIFY AND SAVE AND HOLD HARMLESS each of the 'releasees' from any litigation expenses, attorney fees, loss liability, damage, or cost any 'releasee' may incur as the result of any such claim.

Print Name of Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_