WILDWATER LTD. Rafting
Pigeon River • Wildwater Ltd.
PO Box 309
Long Creek, SC 29658
(864) 647-9587 • FAX: (864) 647-5361

(Wildwater information only)

Date_____ Trip Time _____ Trip_____

WAIVER AND RELEASE OF LIABILITY–PLEASE READ CAREFULLY

In consideration of Wildwater, Ltd. Rafting furnishing services and/or equipment to enable me to participate in whitewater paddling, transportation and other activities, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of paddling equipment and my participation in paddling activities and related 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; (c) these risks and dangers may be caused by the negligence of the owner, employees, officers or agents of the United States of America, Carolina Power and Light, Capitan, Inc., Cocke County, Tennessee, and Wildwater, Ltd.; 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, staff decision making, including that staff may misjudge terrain, weather, transportation, 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 and hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and (d) and 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 the United States of America, Carolina Power and Light, Capitan, Inc., Cocke County, Tennessee, and Wildwater, Ltd., 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 the United States of America, Carolina Power and Light, Capitan, Inc., Cocke County, Tennessee, and Wildwater, Ltd. 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 paddling equipment or my participation in paddling activities, transportation, and related 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 the United States of America, Carolina Power and Light, Capitan, Inc., Cocke County, Tennessee, and Wildwater, Ltd.

I hereby authorize Wildwater Ltd. and its photographic agents to take and utilize photographs of me for the purpose of sale, promotion and advertising.

I understand that I and anyone for whom I sign as a Parent or Guardian must be of the required age of 4 for the Lower and 8 years for the Upper.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE WILDWATER LTD. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

(optional) email: _____

PLEASE SIGN AND FILL OUT COMPLETELY

				Age
X_____	_____	_____	_____	_____
Signature of Participant	Street Address	City, State, Zip	Print Name	IF UNDER 18

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility of this participant, do consent and agree to his/her release as provided above of the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above. EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X_____	_____	_____	
Parent or Guardian	Date	Emergency phone number(s)	5/2006