

BY SIGNING THIS DOCUMENT, YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE! PLEASE READ CAREFULLY! BY SIGNING THIS FORM, YOU AGREE THAT YOU UNDERSTAND AND ACKNOWLEDGE ALL PROVISIONS OF THIS AGREEMENT.

Saluda River Rafting

ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT

Assumption of Risk: I understand and accept that whitewater rafting, air soft, camping, and horseback riding exposes me to many hazards and participating in a whitewater trip, air-soft-camping, and horseback riding entails unavoidable risk of death, personal injury and loss of or damage to property. I also understand I should be in good physical health to participate in a whitewater paddling trip, air soft, camping and horseback riding. I choose to participate in this trip in spite of these risks and hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of my participation in such a trip. I fully understand that I will be participating at my own risk. 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, United States Forest Service, Nantahala Power and Light, Duke Power, Great Smoky Mountains Railroad, Dept. of Natural Resources and Saluda River Rafting LLC.; 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, kayak, or tube and such other risks and hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment;

Damage or loss to Rental Equipment: I will pay for the replacement of any damaged equipment beyond normal wear and tear, or lost rental equipment at current replacement prices.

Waiver And Release: In consideration of Saluda River Rafting, furnishing services to enable me to make this rafting/tubing, air soft game, camping, and horseback riding adventure, I specifically release and forever discharge Saluda River Rafting, land owners and its officers, agents, and employees from any and all liability of claims for any injury, illness, death or loss of or damage to property which I may suffer while participating in this whitewater rafting/tubing trip, air soft game, camping and or horseback riding. This release and discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of Saluda River Rafting or its officers, agents, or employees. It is my intent by the Waiver and Release to release Saluda River Rafting, and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of Saluda River Rafting or whether based upon breach of contract, breach of warranty, or any other legal theory.

Parties Included: The participant understands that this agreement includes Saluda River Rafting, Saluda River Yacht Club inc, Pilgram Landing Inc, their partners, employees, instructors, agents, land owners, and any makers of equipment used.

Parking: Park your car at your own risk. Saluda River Rafting nor land owners are responsible for any damage or missing items left unattended in your car. Do not leave valuables in your car....I ALSO UNDERSTAND THAT I SHOULD NOT AND MAY NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS

In signing this document, I fully recognize that if injury, illness, death or damage occurs to me while I am engaged in this rafting/tubing, air soft game, camping, and or horseback riding trip, I will have no right to make a claim or file a lawsuit against Saluda River Rafting, or its officers, agents or employees, land owners, even if they or any of them negligently cause my injury, illness, death or damage.

- I understand that this is a rentals trip. No Saluda River Rafting guide will be on the river to help me if I have a problem. If I am unwilling to assume these risks and other risks described in this form Saluda River Rafting will give me a full refund.
- I understand that I and anyone for whom I sign as a Parent or Guardian must **weigh at least (80) pounds and over the age of 6(six)to be able to be included in any activity.**
- Saluda River Rafting recommends whitewater experience for all participants, at least one experienced captain per group, and that all participants have the physical ability to assist in their own rescue.
- I understand that if I have any questions or concerns before going on this trip, I can ask a Saluda River Rafting staff member for help.
- * I understand the risks of thunderstorms or other Acts of God and that Saluda River Rafting, or its officers, agents or employees, land owners are not liable for safety or other acts of God. You understand that you should seek shelter in case of a thunderstorm / or even hear lightning in the distance.
- I understand that properly sized, adjusted, and buckled personal floatation device, safety goggles, and helmets, are critical to my safety. If I am unsure of fit, I will ask a Saluda River Rafting staff for help.
- I hereby grant Saluda River Rafting the right to take and utilize photographs of me participating in these activities for the purpose of promotion and advertising.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THIS IS AN ASSUMPTION OF RISK, WAIVER AND A RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY.

Date: ___/___/_____

Trip Time: _____ ~

Participant's Signature (Must be over 18)

Printed Name (must be legible)

E-Mail Address Emergency Contact Name/Number

Indemnity agreement: ~IF RAFTING PARTICIPANT IS UNDER 18~

PLEASE READ AND FILL OUT THE FOLLOWING:

I am the parents or legal guardian of the Minor who is participating in these activities that have an inherit risk of danger.

(Tubing, Horse riding/Lessons, Camping, Air soft) ect.....

I understand Saluda River Rafting only has a life vest for people 80lbs and up. I agree to supply a certified life vest for my minor

If they are under 80lbs. I will be responsible for making sure that my child has proper safety gear including vest and river shoes.

I agree that life vest will be worn at all times while on river....

I have read the agreement and understand that it is a full and final waiver and release from any claims for loss or damage that the Minor may suffer. I consent to the Minor's participation and approve all of the terms of the

agreement on the Minor's behalf. I agree to indemnify Saluda River Rafting, Saluda River Rafting Yacht Club inc., Pilgrim landing Inc.their partners, employees, Instructors, agents, land owners (put in or take out properties) or makers of equipment from any claims that might be made against them by or on behalf of the Minor.

***Under South Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of

A participant in an equine activity resulting from an inherent risk of equine activity, pursuant to Article 7, Chapter 9 of Title 47, Code Of Laws of South Carolina 1976.

_____ Date: _____

Parent or Guardian signature

Full

Address: _____

Print Childs Name: _____ **Age:** _____

Print Second Child: _____ **Age:** _____

Print Third Child: _____ **Age:** _____

Fourth Child: _____ **Age:** _____

Fifth Child: _____ **Age:** _____