

## Assumption of Risk, Release, and Indemnity Agreement

**Assumption of Risk:** I understand that the Activities<sup>1</sup> in which I (or my child) will engage at or near the U.S. National Whitewater Center (the Center) involve inherent and other risks. Some of those risks are described on the back side of this Agreement and are incorporated here 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 have (or my child has) the requisite skills, qualifications, physical and mental ability, and training necessary to properly and safely participate in the Activities. **I understand that these Activities are not rides or amusement devices with guaranteed outcomes but are extreme sports.** I (or my child) share(s) responsibility for my (his/her) safety and will follow instructions, make reasonable decisions, and act responsibly. The Center cannot ensure my (or my child's) safety and does not seek to eliminate all of the risks of the activities because they contribute to the thrill of the adventure. 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 above or not.**

In consideration of USNWC<sup>2</sup> providing services and facilities and allowing me (or my child) to participate in or observe the Activities, I agree to the following:

**Waiver and Release:** I, (and on behalf of my child) agree to forever release and discharge USNWC from and agree not to sue 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 losses alleged to be caused by the negligence of USNWC to the fullest extent permitted by law but does not include claims for gross negligence.

**Indemnity:** I agree to defend, indemnify (meaning to pay or reimburse any amount required to be paid, including attorneys fees) and hold USNWC harmless from all claims, causes of action, liability, losses, or damages for any property damage, property 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 USNWC was negligent.

**Acknowledgement of Policies and Photo Waiver:** I acknowledge reading and understanding the USNWC Rules & Regulations relating to the Activities, facilities of the USNWC, and equipment and agree to comply with and abide by those Rules & Regulations. USNWC 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 USNWC 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 USNWC and consent to jurisdiction in North Carolina. Any mediation, suit, or proceeding will be entered into only in 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, 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 USNWC 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, my heirs, assigns, executors, representatives, and estate.

Name of Participant _____	Participant's Signature _____	Date _____
Address: _____	City: _____	State: _____ Zip: _____
Phone No.: _____	E-mail: _____	Date of Birth: _____
Emergency Contact: _____		Contact's Phone No. _____

**Parent or Legal Guardian (if participant is under 18 years of age)**

I hereby warrant that I have legal authority to act on my child's behalf. I agree to the above terms and conditions for myself and on behalf of my child. If I am signing for a participant that is not my child, I agree to indemnify USNWC as provided in the Indemnity provision above for any and 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 Participant if Minor _____	Parent/Guardian's Signature _____	Date _____
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☐ Please exclude me from all correspondence from the USNWC such as newsletters, notices and offers.

## **Inherent Risks**

The following is a partial list of the inherent risks associated with the Activities at the USNWC. This list does not include all inherent risks but serves to provide examples and promote an understanding of the risks.

### **The USNWC Does Not Provide Onsite Medical Services.**

#### **All of the Activities at the USNWC expose participants to:**

- Death
- Head trauma and facial injuries
- Fractures, dislocations, sprains, strains and other soft tissue injuries
- Contusions, lacerations, abrasions, and various forms of blunt force trauma
- Complications associated with exposure to weather and physical exertion
- Impacts with other individuals or participants and/or their equipment
- Perils and hazards arising from other guests
- Perils and hazards arising from natural features, plants, animals, insects, wet surfaces, tripping hazards and other types of contact with man-made and natural features
- Perils and hazards arising from equipment failure or malfunction and potential misjudgment by staff
- Remote locations that can delay the delivery of emergency medical services

#### **Rafting, Kayaking and other water based Activities more specifically expose participants to:**

- Drowning or other complications 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
- Falling while entering or exiting any boats
- Motorized watercraft on the Catawba River

#### **Biking, Climbing, Zipping, and all other land based Activities more specifically expose participants to:**

- Falls from heights and obstacles
- High speeds and sudden stops
- Trauma resulting from being fully supported in a harness for an extended period
- Colliding with rocks, trees, ground, and other objects
- Situations where other participants will be involved in providing safety support to the guest
- Opportunities to become lost

## **USNWC Rules and Regulations**

- Observe all posted signs and warnings as well as obey all instructions provided by the USNWC staff
- Remain away from the edges of the whitewater channels and do not enter the channels at any time unless paddling
- All participants must have a whitewater PFD and helmet while on the river. All bikers must wear helmets at all times
- All participants must wear appropriate safety equipment and use all equipment in the manner directed by the USNWC
- Keep your hands on your paddle when riding the conveyor belt and never touch any aspect of the conveyor belt system. Remain at least 50 feet from the pump intakes and outflows
- We strongly recommend that all persons engaging in any activity on the water should be able to swim
- No outside food or beverage allowed on the premises. No smoking at the USNWC
- Inform your guide of any physical limitation or any safety concern you may have, but remember that USNWC cannot determine if you can safely participate
- Always remain in control
- Do not engage any element or aspect of the Activities without the supervision or permission of the USNWC
- Do not drink alcohol prior to participating in or during any activity
- Children must be supervised by a parent or guardian at all times

<sup>1</sup> Activities are defined as all activities associated with or occurring at or near the USNWC, including, without limitation, rafting, kayaking, canoeing, rock climbing, biking, hiking, running, trail usage, eco-trekking, utilizing the challenge/adventure course, mega-jump and zip line (traversing ropes suspended off the ground, potentially at great heights, swinging or traveling by a cable and pulleys and other such activities), spectating, walking and special events.

<sup>2</sup> USNWC means U.S. National Whitewater Center, Inc., its directors, officers, employees, agents, volunteers, sponsors, and lessors.