

# Consent Agreement, Release of Liability, & Photo Release

## Read and Fill Out Front and Back

Thanks for choosing Blue Ridge Outing Co. Inc. dba USA Raft on the Nantahala & USA Raft Inc. & Raft with Kids on the Tuckasegee River (the Company) for your whitewater outing. We make reasonable effort to provide you with safe equipment and outings. Still, **there is risk inherent in any activity; river rafting is no exception. You must assume these risks for yourself and your children under the age of 18.**

### Please read and sign:

In consideration of being allowed to participate in any way in the Blue Ridge Outing Co. Inc.'s dba USA Raft on the Nantahala & USA Raft Inc. & Raft with Kids programs, its related events and activities, I

### I, (Print name, address, and email address)

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Email address \_\_\_\_\_

Other Adults in the household print their name : \_\_\_\_\_

the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from negligence of the releasers or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Company immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, and hold harmless the Blue Ridge Outing Co. Inc. dba USA Raft on the Nantahala & USA Raft Inc. and Raft with Kids, their officers, officials, agents, guides, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and owners and lessors of premises used for the activity ("Releasees"), with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law.

Photo Release: I hereby irrevocably consent to and authorize Blue Ridge Outing Co. Inc. dba USA Raft on the Nantahala & USA Raft Inc. & Raft with Kids, to use and reproduce any and all photographs and videos taken of me for any purpose whatsoever, without further compensation to me. All such photographs and

videos, including negatives, digital copies and the like are solely the property of Blue Ridge Outing Co. Inc. dba USA Raft on the Nantahala & USA Raft Inc. & Raft with Kids.

Any claims or dispute arising from our participation in Blue Ridge Outing Co. Inc. dba USA Raft on the Nantahala & USA Raft Inc. & Raft with Kids activities or use of Blue Ridge Outing Co. Inc. dba USA Raft on the Nantahala & USA Raft Inc. & Raft with Kids equipment shall be venued in Jackson, Haywood, or Buncombe County of North Carolina. If the dispute cannot be resolved by mutual agreement, I agree to submit it to a mediator recognized by the Courts of that State and County. The laws of the State of North Carolina shall apply in any and all claims, disputes and disagreements.



**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPITON OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

(Sign)>x \_\_\_\_\_  
Adult (age 18 or over) Participant's Signature Date Signed

(Sign)>x \_\_\_\_\_  
Adult (age 18 or over) Participant's Signature Date Signed



(Print)>x \_\_\_\_\_  
Name of minor child (Under age 18) Age of minor child

(Print)>x \_\_\_\_\_  
Name of minor child (Under age 18) Age of minor child

(Print)>x \_\_\_\_\_  
Name of minor child (Under age 18) Age of minor child

(Print)>x \_\_\_\_\_  
Name of minor child (Under age 18) Age of minor child



\* If you are signing for anyone under age 18 you must also read & sign below. \*

**For Parents/Guardians of Participants of Minority Age** (Under age 18 at time of registration)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all 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 liabilities incident 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.

(Sign)>x \_\_\_\_\_  
Parent/Guardian's Signature Date Signed