



(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, 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; (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, United States Forest Service, Nantahala Power and Light, Duke Power, Great Smoky Mountains Railroad, 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, 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 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, United States Forest Service, Nantahala Power and Light, Duke Power, Great Smoky Mountains Railroad, 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, United States Forest Service, Nantahala Power and Light, Duke Power, Great Smoky Mountains Railroad, 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. 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, United States Forest Service, Nantahala Power and Light, Duke Power, Great Smoky Mountains Railroad, and Wildwater, LTD. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Wildwater LTD. or its agents is a party shall be either the city of Bryson City, North Carolina, North Carolina Justice Court or the County or State Supreme Court in Wake County.

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

I understand that I and anyone for whom I sign as a Parent or Guardian must be of the required age or weight.

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.

email: _____

SIGN AND FILL OUT COMPLETELY

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

Parent or Guardian	Street Address	City, State, Zip	Print Name	
--------------------	----------------	------------------	------------	--