

**RIVER RIDERS, INC.'S NOTICE OF RISK, RELEASE, ASSUMPTION OF RISK and INDEMNITY AGREEMENT**

I acknowledge that, directly or indirectly, I have requested that I or my ward be allowed to participate in whitewater rafting, kayaking, canoeing, tubing, biking, camping or other activities (including but not limited to transport to and from the river) provided by River Riders, Inc. (Which includes any commonly owned, related, parent or subsidiary corporations and entities, their owners, officers, directors, agents, and employees).

**I and my ward understand that these activities and services pose substantial risks of serious permanent injury or death** and damage or loss of personal property as the result of exposure; drowning; foot entrapments; travel on or being in whitewater rivers and streams; travel on roads or rough terrain by foot, conveyances, bus, car or other means while participating in activities or using services; the negligence or bad judgment of me, River Riders, Inc., or other participants; the failure or misuse of equipment; the risks that injuries may occur in remote areas without adequate medical or other services; weather conditions; river conditions; and other known and foreseeable risks of these activities and services. I represent that I or my ward are in good physical condition and health and that able to participate in these activities.

River Riders, Inc., may also have been requested to arrange for participation in activities or use of services provided by others and I acknowledge that River Riders, Inc., has made no representations whatsoever as to the safety or quality of those activities or services.

**In consideration of and as partial payment for being allowed to participate in activities and use services provided by River Riders, Inc., I and/or my ward ASSUME, to the greatest extent permitted by law, all of the risks, whether or not specifically identified herein, of all the activities in which I and/or my ward participate and services I and/or my ward use; I and/or my ward RELEASE River Riders, Inc., from any and all liability arising from negligence or contract; and I WILL INDEMNIFY AND HOLD HARMLESS River Riders, Inc., from any and all costs, claims, and liability based upon negligence or contract, directly or indirectly, from my participation in activities or use of services, including legal costs and expenses, and for the costs of any medical or other expenses incurred for my benefit. I understand that this release does not include the release of statutory duties outlined in the West Virginia Whitewater Responsibility Act, set forth on the back or second page of this document.**

I and my ward consent to the use by River Riders, Inc., of photographs and video recordings made of me and/or my ward while participating in activities or using services without further compensation and agree that all such materials, including negatives, are the sole property of River Riders, Inc.

I and my ward agree that the exclusive venue of any suit against River Riders, Inc., for any reason shall be the Circuit Court of Jefferson County, West Virginia; consent to the jurisdiction of that Court as to any action against me to enforce this agreement; agree that this agreement is to be interpreted under the laws of the State of West Virginia and/or Maryland which gives it the broadest interpretation and application; and agree that if any part of this agreement is found to be invalid that all other portions shall be fully enforced. I further agree that this document will be admissible in any civil action which I, my estate, agent or designee, may file against River Riders, Inc., for any reason.

I certify that I am eighteen (18) years of age or older.

**I AND MY WARD HAVE CAREFULLY READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND SIGN IT AS MY OWN FREE ACT. I AND MY WARD CAN READ AND UNDERSTAND THE ENGLISH LANGUAGE.**

**I AND MY WARD HAVE COMPLETELY READ ALL OF THIS DOCUMENT BEFORE SIGNING.**

_____		_____/_____/20	
Name of Group or Organization		First Date of Trip(s)	
_____		_____	
Name (Please Print)		Signature	
_____		_____	
Address		Date of Birth	
_____	_____	_____	_____
City	State	Zip	Telephone
_____		_____	
E-mail		Would you like to receive promotional emails? Yes _____ No _____	
_____		_____	
Name of Minor (Please Print)		Signature of Minor	
_____		_____	
Address of Minor (if different from above)		Date of Birth	
_____	_____	_____	_____
City	State	Zip	Telephone
_____		_____	
E-mail of Minor		Would you like to receive promotional emails? Yes _____ No _____	

**READ CAREFULLY THE FOLLOWING, WHICH APPLIES TO ALL WHITEWATER ACTIVITIES AND ONLY TO WHITEWATER ACTIVITIES**

**THE WEST VIRGINIA WHITEWATER RESPONSIBILITY ACT  
LEGISLATIVE PURPOSE  
(West Virginia Code §20-3B-1)**

Every year, in rapidly increasing numbers, the inhabitants of the state of West Virginia and nonresidents are enjoying the recreational value of West Virginia rivers and streams. The tourist trade is of vital importance to the state of West Virginia and the services offered by commercial whitewater outfitters and commercial whitewater guides significantly contribute to the economy of the state of West Virginia. The Legislature recognizes that there are inherent risks in the recreational activities provided by commercial whitewater outfitters and commercial whitewater guides which should be understood by each participant. It is essentially impossible for commercial whitewater outfitters and commercial whitewater guides to eliminate these risks. It is the purpose of this article to define those areas of responsibility and affirmative acts for which commercial whitewater outfitters and commercial whitewater guides are liable for loss, damage or injury.

**THE WEST VIRGINIA WHITEWATER RESPONSIBILITY ACT  
DUTIES OF PARTICIPANT  
(West Virginia Code §20-3B-4)**

(a) Participants have a duty to act as would a reasonably prudent person when engaging in recreational activities offered by commercial whitewater outfitters and commercial whitewater guides in this state.

(b) No participant may:

(1) Board upon or embark upon any commercial whitewater expedition when intoxicated or under the influence of nonintoxicating beer, intoxicating beverages or controlled substances; or

(2) Fail to advise the trip leader or the trip guide of any known health problems or medical disability and any prescribed medication that may be used in the treatment of such health problems during the course of the commercial whitewater expedition; or

(3) Engage in harmful conduct or willfully or negligently engage in any type of conduct which contributes to or causes injury to any person or personal property; or

(4) Perform any act which interferes with the safe running and operation of the expedition, including failure to use safety equipment provided by the commercial whitewater outfitter or failure to follow the instructions of the trip leader or trip guide in regard to the safety measures and conduct requested of the participants; or

(5) Fail to inform or notify the trip guide or trip leader of any incident or accident involving personal injury or illness experienced during the course of any commercial whitewater expedition. If such injury or illness occurs, the participant shall leave personal identification, including name and address, with the commercial whitewater outfitter's agent or employee.

**THE WEST VIRGINIA WHITEWATER RESPONSIBILITY ACT  
DUTIES OF COMMERCIAL WHITEWATER OUTFITTERS AND COMMERCIAL WHITEWATER GUIDES  
(West Virginia Code §20-3B-3)**

(a) All commercial whitewater outfitters and commercial whitewater guides offering professional services in this state shall provide facilities, equipment and services as advertised or as agreed to by the commercial whitewater outfitter, commercial whitewater guide and the participant. All services, facilities and equipment provided by commercial whitewater outfitters and commercial whitewater guides in this state shall conform to safety and other requirements set forth in article two of this chapter and in the rules promulgated by the commercial whitewater advisory board created by section twenty-three-a, article two of this chapter.

(b) In addition to the duties set forth in subsection (a) of this section, all commercial whitewater guides providing services for whitewater expeditions in this state shall, while providing such services, conform to the standard of care expected of members of their profession.