

RELEASE, ASSUMPTION OF RISK, and INDEMNITY AGREEMENT

I request that I be allowed to participate in activities and use services provided by River Riders, Inc., or arranged by request to be provided by others, such as whitewater rafting, kayaking, canoeing, tubing, biking, camping, lodging, meals, and others including transport to or from the activities or services. No representations whatsoever have been made as to the safety or quality of the activities or services provided by others.

As used in this Agreement, River Riders, Inc., includes any commonly owned or related companies and entities, their owners, officers, directors, agents, and employees.

I understand that these activities and services pose substantial risks of serious permanent injuries or of death and of the damage to or loss of personal property as the result of exposure to harmful weather conditions; travel on or being in swift, deep, and turbulent whitewater rivers and streams; travel on roads or over rough terrain by foot, bus, car or other means; the negligence or bad judgment of employees of River Riders, Inc., or of other participants; the failure of equipment; the risk that injuries may occur in remote areas without adequate medical or other services; and other known and unknown, foreseeable and unforeseeable risks not identified here. I represent that I am physically and mentally able to understand these risks; to safely participate in the selected activities and services; and of sufficient intelligent and maturity to understand and follow the instructions of the guides.

In consideration of and as partial payment for being allowed to participate in activities and use services provided or arranged for by River Riders, Inc., and for other good and valuable consideration not identified here, I PERSONALLY ASSUME, to the greatest extent permitted by law, all risks, whether or not specifically identified herein, of all of the activities in which I participate or services I use; I RELEASE River Riders, Inc., from any and all claims and liability arising from negligence or breach of contract causing injury or damage to me to the greatest extent I am able to do so; and I PERSONALLY WILL INDEMNIFY AND HOLD HARMLESS River Riders, Inc., from any and all costs, claims, and liability, including legal costs and expenses, directly or indirectly based upon claims of negligence or breach of contract as to any activity or service provided or arranged by River Riders, Inc., as well as the costs of any medical or other expenses incurred for my benefit. I understand that this release does not include the release of the statutory duties of the West Virginia Whitewater Responsibility Act.

To the furthest extent permitted by law, I consent to the use by River Riders, Inc., of photographs and video recordings made of me 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.

JE INITIAL

I further 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 whichever 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 filed against River Riders, Inc., for any reason.

I HAVE CAREFULLY READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND SIGN IT AS MY OWN FREE ACT. I REPRESENT THAT I CAN READ AND UNDERSTAND THE ENGLISH LANGUAGE AND THAT I HAVE COMPLETELY READ THIS ENTIRE DOCUMENT BEFORE SIGNING.

River Riders  
Last Name of Group or Organization

01 / 01 / 2017  
First Date of Trip(s)

John Example  
Name of Adult (Please Print)

John Example  
Signature

408 Alstadts Hill Road  
Address of Participant

01/01/1985  
Date of Birth of Participant

Harpers Ferry WV 25425 304 535 2663  
City State Zip Telephone

example@example.com  
E-mail of participant

Would you like to receive promotional emails? Yes  No

How did you hear about River Riders? a friend