

CHEROKEE RAFTING SERVICE, INC. - WAIVER AND RELEASE OF LIABILITY
PLEASE READ CAREFULLY

In consideration of Cherokee Rafting Service, Inc. furnishing services and/or equipment to enable me to participate in whitewater rafting or any other activity, I agree as follows:

I fully understand and acknowledge that: (a) outdoor recreational activities have inherent risks, dangers and hazards and such exists in my use of Cherokee Rafting Service, Inc.'s equipment and my participation in whitewater rafting activities, related activities and in loading and unloading onto and being transported to recreational sites by bus or van; (b) my participation in such activities and/or use of such equipment may result in loss or damage to personal property, 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 owners, employees, officers or agents of Cherokee Rafting Service, Inc., 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/staff decision making, including that a guide/staff 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, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment and in transportation to and from recreational activity sites; and (d) 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 Cherokee Rafting Service, Inc., the State of Tennessee, the United States of America, Ocoee River Outfitters Association and the Tennessee Valley Authority or by any other person. In addition, I hereby authorize Cherokee Rafting Service, Inc. and its photographic agents the right to take and utilize photographs of me for the purpose of sale, promotion, advertising, or other commercial purpose without recourse or compensation to me.

I, on behalf of myself, my personal representatives and my heirs or as parent or legal guardian of the undersigned participant, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Cherokee Rafting Service, Inc., the State of Tennessee, the United States of America, Ocoee River Outfitters Association, and the Tennessee Valley Authority, and their owners, agents, officers, employees, representatives and lenders 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 Cherokee Rafting Service, Inc.'s whitewater rafting equipment or my participation in whitewater rafting activities, transportation, and related 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, employees or representatives of Cherokee Rafting Service, Inc., the State of Tennessee, the United States of America, Ocoee River Outfitters Association and the Tennessee Valley Authority.

The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Cherokee Rafting Service, Inc. or its agents is a party to shall be either the Town of Benton, Justice Court or the County or State Supreme Court in Polk County.

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

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT, AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE Cherokee Rafting Service, Inc., the State of Tennessee, the United States of America, Ocoee River Outfitters Association and the Tennessee Valley Authority FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Signature of Participant: _____ Date: _____

Print Name: _____ Age (IF UNDER 18): _____

***If the participant is a minor: PARENT/GUARDIAN SIGN BELOW - NOTE: Children MUST be 12 years or older**

Signature of Parent/Guardian: _____ Date: _____

Print Name of Parent/Guardian: _____

**If you would like to receive future information from Cherokee Rafting, Inc., please complete the following:*

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Email: _____