

Blue Ridge Adventures, LLC
Toccoa River Tubing, LLC d/b/a Toccoa River Tubing Company
340 Toccoa Avenue, McCaysville, GA 30555 706-492-5280

**WAIVER AND RELEASE OF LIABILITY FORM & LEASE AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING**

In consideration of Blue Ridge Adventures, LLC and Toccoa River Tubing, LLC d/b/a Toccoa River Tubing Company (hereinafter collectively referred to as "TRT") furnishing services and/or equipment rentals to enable me to participate in outdoor and water recreational activities, I agree as follows:

I fully understand and acknowledge that: (A) outdoor and water recreational activities have inherent risks, dangers and hazards and such exist in my use of tubing/rafting equipment and my participation in the above mentioned 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, fracture, 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 TRT, its employees or agents, 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, discretionary decision making, water level, risks of falling out of or drowning while in a raft, canoe, kayak or tube and such other risks, hazards and dangers that are integral to recreational activities that take place in an outdoor environment; 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 and all 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 TRT.

I, on behalf of myself, my personal representatives and my heirs, or as parent or legal guardian of the undersigned participant(s), hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify TRT and their owners, agents, officers, employees, representatives, and leaders from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which arise out of my use of equipment rentals, my participation in outdoor water recreation activities, or transportation shuttles while participating in such 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 TRT. In the event that I file a lawsuit against TRT, I agree to do so solely in the state of Georgia, and I further agree that the substantive law of Georgia shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force. Should TRT or anyone acting on their behalf be required to incur attorney's fees or costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I have read and understand the above, and I assume all risks of injury, loss of life and damage to person or property during such activity, fully realizing that TRT or its agents are not responsible for any such injury, loss of life or damage to person or property. I understand that the use of equipment furnished by TRT constitutes an acceptance of said equipment "AS IS" on a lease basis. I agree to pay for any damage done to said equipment or property of others. If I fail to return any or all of said equipment, I will reimburse TRT for the amount of replacement cost. If TRT personnel must search for any member of my party, I agree to pay for said search. I, as a parent or guardian or supervisor of a minor child, make this agreement individually and on behalf of the minor child to induce TRT to allow this child to participate in this activity. No refunds will be issued once the rental has been paid for. Weather or rain is no exception. I understand that no alcoholic beverages are permitted on the property of TRT or on the river while in possession of leased equipment. I understand that all participants that choose to enter the water must have and use a personal flotation device at all times.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT, AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE BLUE RIDGE ADVENTURES, LLC AND TOCCOA RIVER TUBING, LLC FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Date of Participation

Age of Participant

Name of Participant

Address of Participant

Signature of Participant

Phone Number of Participant

**Signature of Parent/Legal Guardian
(If Participant Is Less Than 18 Years Old)**