

**WAIVER & RELEASE OF LIABILITY FORM – LEASE AGREEMENT**

**PLEASE READ CAREFULLY.** This is a legal document. If you have any questions, we encourage you to consult with an attorney prior to signing.

In consideration of Toccoa River Tubing, LLC, Blue Ridge Adventures, LLC (d/b/a Toccoa River Tubing Company), their agents, owners, associates, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Toccoa Tubing" or "TRT") furnishing services and/or equipment to enable me to participate in activities associated with or enter upon the lands of TRT, I hereby voluntarily agree to release, indemnify, discharge, hold harmless, and covenant not to sue TRT on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and/or estate for any and all claims of liability arising out of their negligence, recklessness, strict liability, breach of contract, intentional acts, or any other act or omission which causes the undersigned illness, injury, death, and damages of any nature in any way connected with my participation in this activity or for being upon the lands of TRT. 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. In addition, I hereby grant permission to TRT to make and use for promotion or other purposes, photographic records without recourse or compensation to me or anyone else otherwise.

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 TRT and their 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 arise out of my use of any equipment, my participation in TRT activities, transportation shuttles, or on TRT property. 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 TRT. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which TRT or its agents is a party shall be the Superior Court in Fannin County, Georgia. I intend that this Agreement be enforceable to the fullest extent provided by law, and in the event that any of the terms set forth in this Agreement or any word, phrase, clause, sentence, part, or provision should be found to be illegal, void, or unenforceable for any reason, such word, phrase, clause, sentence, part, or provision shall be modified or deleted and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement and all other valid provisions shall survive and continue to bind the parties.

As parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agreed that said minor may participate in TRT activities, and I sign this release on their behalf. 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. In addition, I give TRT permission to treat said minor in case of illness, injury, emergency, or accident. Should emergency medical services become necessary for the undersigned participant or minor, the expenses are the sole responsibility of the participant.

TRT reserves the right to deny service to any person. I hereby agree to follow all rules, regulations, and instructions of TRT while upon their lands or participation in their activities. I certify that I and any minor on whose behalf I am signing, are physically and mentally capable of participating in these activities. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in TRT activities or on TRT property, or else I agree to bear the costs of such injury or damage myself. 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 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 said equipment, I will reimburse TRT for the amount of replacement cost. 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 OF LIABILITY AND BY SIGNING IT, AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE TOCCOA TUBING FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I FULLY RECOGNIZE AND UNDERSTAND THAT IF I (OR ANY MINOR ON WHOSE BEHALF I AM SIGNING THIS RELEASE), AM HURT, DIE, OR MY PROPERTY IS DAMAGED, I AM GIVING UP MY RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST TOCCOA TUBING EVEN IF THEY NEGLIGENTLY OR BY SOME OTHER ACT OR OMISSION CAUSE THE INJURY, DAMAGE OR DEATH. I EXPRESSLY ASSUME ALL RISK. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF THE ABOVE PROVISIONS.**

Date of Participation: \_\_\_\_\_ Time: \_\_\_\_\_ Age: \_\_\_\_\_

Printed Name of Participant \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Phone Number \_\_\_\_\_

Signature of Parent/Guardian (If Participant Is Under 18) \_\_\_\_\_ Email Address (Optional) \_\_\_\_\_