

French Broad Rafting Expeditions

Read Carefully

WAIVER AND RELEASE OF LIABILITY

In consideration of French Broad Rafting Expeditions furnishing services and/or equipment to enable me to participate In French Broad Rafting Expeditions, I agree as follows: I fully understand and acknowledge that outdoor recreational activities have: {a} inherent risks, dangers and hazards and such exists in my use of French Broad Rafting Expeditions equipment and my participation in French Broad Rafting Expeditions 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, 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 French Broad Rafting Expeditions; 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 decision making, including that a guide 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 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 French Broad Rafting Expeditions, or by any other person. I permit the use of any photos, slide, film, or sketches of me taken during the day's activities for publicity, advertising, promotion or other commercial purpose.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify French Broad Rafting Expeditions and its 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 may arise out of my use of French Broad Rafting Expeditions equipment or my participation in French Broad Rafting Expeditions 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 or employees of French Broad Rafting Expeditions.

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which French Broad Rafting Expeditions or its agents is a party shall be either the City of Marshall, North Carolina Justice Court or the County or State Supreme Court in Wake County.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE FRENCH BROAD RAFTING EXPEDITIONS FROM LIABILITY FOR PERSONAL INJURY PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Name Reservation is under _____ Date _____

Name (Print) _____ Age _____ Signature _____

Address _____ City _____ State _____ Zip _____

Phone Number _____ Email _____