PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

*** READ BEFORE SIGNING ***

Wahoo's Adventures • Boone, North Carolina • 800-444-RAFT

Participant Name:_____ E-mail:_____
Address:_____

LIST MINORS (17 OR YOUNGER):_____

In consideration of being allowed to participate in any way in the_____ program, related events and activities, I, the undersigned, acknowledge, appreciate and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.

3. I expressly acknowledge that naturally disease processes (including, but not limited to, the currently wide-spread Coronavirus) occur in all environments in which this activity will take place. I acknowledge that, while Wahoo's has taken reasonable measures to avoid contact, transmittal or contamination of the virus between people (including guests/participants, employees and other third parties) that it is ultimately my responsibility to safeguard myself and others. I understand and agree that, if I choose to participate in this activity, that Wahoo's cannot and will not have any legal liabilities toward me if I contract the virus. On the other hand, if it is determined that I acted negligently or unreasonably and was responsibility of the Coronavirus (or any disease process) to other Wahoo's participants or employees, that I may be held legally and financially responsible for that transmittal.

4. I willingly agree to comply with the terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

5. I, for myself and behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS WAHOO'S ADVENTURES, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

6. I, give consent to use mine/minors in my care's photo images taken while participating with WAHOO'S ADVENTURES, to be used for promotional purposes for WAHOO'S ADVENTURES with no compensation.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X: _____ _____ _____
Participant's Signature **Age** **Date**

FOR PARENTS / GUARDIANS OF PARTICIPANT OF MINOR AGE (under age 18 at time of registration). This is to certify that I, as parent / guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above for all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X: _____ _____ _____
Parent/Guardian Signature **Date** **Emergency Phone Number**