



JAMES RIVER BASIN CANOE LIVERY

D.B.A. Alleghany Outdoors

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ACKNOWLEDGMENT OF RISK & PARTICIPANT RELEASE OF LIABILITY WAIVER

Please read and understand this document before signing. If you have any questions please consult an attorney.

FULL LEGAL NAME

CELL NUMBER

IN CASE OF EMERGENCY CONTACT: NAME _____ NUMBER: _____

ACKNOWLEDGMENT OF RISK

JAMES RIVER BASIN CANOE LIVERY would like to inform our guests that a river trip or a bike trip is not risk free. The same elements that contribute to the unique character and fun of an outdoor trip can cause loss or damage to equipment, injury, or in extreme cases, permanent trauma or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of some of the possible risks. We ask that you read this document, understand this document, sign it, and return it to our office.

During a river paddling trip there are many hazards to be experienced on the trip. Paddlers can be jolted, bounced, and otherwise shaken about during rapids. It is possible that passengers could be injured if they hit equipment, storage containers, other passengers or other objects. Equipment may break or malfunction causing loss of property or injury. Watercraft may overturn in the rapids or in calm water causing: prolonged exposure to cold water leading to hypothermia, injury, or death. Injuries may be sustained while in the water such as from items floating in the river or in the river bed. Drowning is always a possibility whenever you are around water. Participants may be washed or thrown overboard in the rapids or in calm water, which may result in any of the above injuries or death. You may spend time upside down in your watercraft and may get water in your nose. When you are upside down you may hit objects with your head and body that are under the water. Hitting underwater objects may cause injury or death. Accidents may occur getting into or out of a watercraft. Watercraft may become slippery when wet. You might slip and fall when entering any watercraft, in which case you might damage or lose equipment you are carrying (such as cameras, glasses or other personal items). You might injure yourself by falling against some object in or around the watercraft, or on the shore. Watercraft get hot in the sun, you might bum yourself when you climb aboard or while using the watercraft. Watercraft may drift a distance from the shoreline when you are trying to get in or out causing you to fall in the river, or drop equipment into the river. You may be required to get out of the watercraft to move it to deeper water in which case you may injure your back, over-stress your heart, or otherwise injure yourself in doing so. As a watercraft operator you will be totally responsible for your own movement and safety while on the river. During a bike trip customers may over turn or run off the trail causing injuries or death. Bikers can encounter vehicle traffic at road crossings that will not yield to bikers. Customers can run into obstacles such as branches, trees, or rocks on the trail that can cause bikes to overturn which can cause injuries.

Both paddling or biking requires a high level of physical exertion as well as emotional and mental stability. You will be primarily responsible for your own rescues. JAMES RIVER BASIN CANOE LIVERY will only be available as a backup rescue due to the inherent nature of the sport. Accidents may occur during off-river travel. Trails are often steep, rocky, and slippery. Hikes involve crossing streams, where footing may be awkward. Participants can slip or fall during a hike, resulting in injury. Foot protection in the form of shoes or sandals is required for all river trips. Foot injuries are the most common injury, and may still occur regardless of footwear being worn. Poisonous or dangerous plants, insects, or animals can be found with harmful effects to some guests. Exposure to the natural elements can be uncomfortable or harmful. Heat-sunburn, dehydration, heat stroke, heat cramps, wind, rain, lightning, using portable toilet facilities, eating meals out-of-doors, being in the open for the extended length of the trip can be uncomfortable or cause injury. It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

This is not an exclusive or exhaustive list of the possible injuries, trauma or accidents that may occur while on a river trip. Most of these injuries are rare and you are not likely to encounter them, however they have occurred and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the activity.

PLEASE READ AND SIGN OTHER SIDE

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I agree to indemnify and hold harmless and agree not to sue JAMES RIVER BASIN CANOE LIVERY, its officers, officials, agents and/or employees, other participants, Alleghany County, volunteers, advertisers, and if applicable, owners and lessors of land or premises used to conduct the activities, from any and all claims, damages, losses, injuries, and expenses arising out of or resulting from participating in these activities. I further agree to release, acquit and covenant not to sue JAMES RIVER BASIN CANOE LIVERY, their agents and employees for all actions, causes of actions, claims or damages, damages in law or remedies in equity of whatever kind, including negligence of JAMES RIVER BASIN CANOE LIVERY or my family, myself or my heirs, against JAMES RIVER BASIN CANOE LIVERY arising out of participation in this program. In short, I cannot sue JAMES RIVER BASIN CANOE LIVERY and if I do I cannot collect any money. As liquidated damages, I hereby agree that if JAMES RIVER BASIN CANOE LIVERY is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay JAMES RIVER BASIN CANOE LIVERY costs and attorney's fees if they successfully defend such action, lawsuit or litigation. I authorize and release to JAMES RIVER BASIN CANOE LIVERY the use of my image in any photograph or video recording for any advertising purpose. I have adequate health, disability and life insurance for myself and my family. I hereby give permission for transportation to any medical facility or hospital and I authorize for any qualified person or medical personnel to render medical care for my family or myself. I understand and agree that the cost of any search and rescue or evacuation undertaken on my behalf will be my responsibility. I agree in advance to pay any and all such costs should I be held responsible for such costs. I agree to indemnify and hold harmless JAMES RIVER BASIN CANOE LIVERY for any costs they may be charged for any evacuation or search and rescue undertaken on my behalf. I agree not to use any illegal drugs or excessive alcohol while undertaking any activity with JAMES RIVER BASIN CANOE LIVERY. I agree to return all equipment on the agreed upon date in the same condition as when received, and to pay for any equipment lost, damaged or stolen.

I understand that the any paddling or biking trips have risks of accident resulting in injury or death. I, of my own free will, for myself, my heirs and my executors, have read, understand and acknowledge the risks and liabilities. I certify that my family, including minor children and myself are fully capable of participating in the river trip. I state that I have read and understand the above statement on some of the possible risks of this activity. I affirm that I do not have any medical conditions that would prevent my participation in this activity.

In consideration of James River Basin Canoe Livery leasing equipment to me, I hereby assume all LEGAL responsibility for the inherent risks and dangers of the agreed to activities. I do hereby agree to the following conditions:

1. I understand that there are inherent risks involved with these activities including, but not limited to the potential for sunburn, sun stroke, heat exhaustion, dehydration, insect / animal bites, cuts, scrapes, broken bones, car accidents, drowning, permanent paralysis, and death. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISK, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.
2. I agree to wear my life jack at all times while on the water and will comply with all Federal, State and Local laws. I further agree that I and all persons in my group will wear helmets as appropriate while riding a bike on the trail. I understand that consumption of alcoholic beverages is unsafe for any water activity and illegal in public (Which includes on the river and at public boat landings), and not approved by the Livery.
3. I UNDERSTAND that there are seen and unseen dangers associated with this activity. I understand that severe storms or Acts of God may arise at a moment's notice and I will immediately remove my party from danger. I understand that all trips are not guided and that I am personally accountable for self rescue of my party. I willingly agree to comply with the terms and conditions. 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.
4. I agree to indemnify and hold harmless and agree not to sue JAMES RIVER BASIN CANOE LIVERY, its officers, officials, agents and/or employees, other participants, Alleghany County, sponsors, volunteers, advertisers, and if applicable, owners and lessors of land or premises used to conduct the event / activities, from any and all claims, damages, losses, injuries, and expenses arising out of or resulting from participating in these activities.
5. I hereby agree to return all equipment at the mutually agreed set time, date, location in the same condition as it was received.
6. I represent and warrant that I am at of legal age (18 & older), and any person accompanying me are capable Swimmers, who are at least six years old, and are in good physical condition to participate in this trip.
7. I agree to report all damage or lost items immediately at the end of the trip and pay for them at that time, plus any collection attorney's fees that the Livery incurs though my failure to do so, according to the following schedule:
 Boat damaged beyond repair, (Includes during recovery) Up to the following amounts, \$850 Canoe / \$500 Kayak / \$2000 Raft
 Broken / lost thwart (Includes during Recovery) \$25, Broken / Lost Seat (Includes during Recovery) \$40
 Hull torn or punctured (Includes during Recovery) \$20 per inch, Hull crushed or wrinkled (Includes during Recovery) \$50
 Paddle Lost, Broken, or unreturned \$20 canoe paddle / \$40 kayak paddle, Life jacket lost \$20
 Bike Lost, Damaged beyond repair / \$400 / bike, if fixable cost of parts plus labor
 Boat recovery (When possible & convenient & safe) \$20 each man hour, \$45.00 Min
 Pick up after 6:00 PM \$15 per boat

Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, or negligence of JAMES RIVER BASIN CANOE LIVERY. I also understand that JAMES RIVER BASIN CANOE LIVERY reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in the river trip. I am in good physical condition and able to undertake this activity.

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.

Participant's Signature _____ Date

FOR PARENTS/ GUARDIANS OF PARTICIPANT OF MINOR AGE 6 – 17, (UNDER 18 AT TIME OF TRIP) 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 of all the Releases, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases 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.

Parent / Guardian Signature _____ Date