



PLEASE READ CAREFULLY WAIVER AND RELEASE OF LIABILITY

In consideration of Outdoor Adventures, Inc. dba: Wahoos on the Pigeon River furnishing services and/or equipment to enable me to participate in Outdoor Adventures, Inc. dba: Wahoos on the Pigeon River activities, I agree as follows:

I fully understand and acknowledge that outdoor activities have: (a) inherent risks, dangers and hazards and such exists in my use of Outdoor Adventures, Inc. dba: Wahoos on the Pigeon River equipment and my participation in Outdoor Adventures, Inc. dba: Wahoos on the Pigeon River 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 Outdoor Adventures, Inc. dba: Wahoos on the Pigeon River; 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 an 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 Outdoor Adventures, Inc. dba: Wahoos on the Pigeon River, or by any other person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Outdoor Adventures, Inc. dba: Wahoos on the Pigeon River 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 Outdoor Adventures, Inc. dba: Wahoos on the Pigeon River equipment or my participation in Outdoor Adventures, Inc. dba: Wahoos on the Pigeon River 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 Outdoor Adventures, Inc. dba: Wahoos on the Pigeon River.

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which Outdoor Adventures, Inc. dba: Wahoos on the Pigeon River or its agents is a party shall be either the City of Newport, Tennessee Justice Court or the County or State Supreme Court in Cocke County.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE Outdoor Adventures, Inc. dba: Wahoos on the Pigeon River FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

SIGNATURE

AGE

DATE

NAME (PRINTED)

GROUP NAME

STREET ADDRESS

CITY

STATE

ZIP CODE

E-MAIL