

For USA RAFT, LLC Internal Use

Name of Activity: _____	Activity Time: _____
Activity Date: _____	Reservation #: _____

LIABILITY WAIVER & RELEASE AGREEMENT

Full Name of Participant: _____ Date of Birth: _____

Street Address: _____ City, State, Zip: _____

Email Address: _____ Cell Phone: _____

Name of Emergency Contact (not participating in the Activity): _____

Relationship To Emergency Contact: _____ Cell Phone: _____

ACKNOWLEDGMENT AND ACCEPTANCE OF RISK:

I, the undersigned, hereby acknowledge that I am participating in an activity for which USA Raft, LLC, a Tennessee limited liability company, ("USA Raft") is furnishing equipment or services and which requires physical exercise including, without limitation, rafting, kayaking, tubing, swimming, stand-up paddle boarding, caving, rock climbing, or one-wheeling (the "Activity"). I certify that I am in good health and physical condition and do not suffer from any disability which would prevent me from participating in the Activity. By signing this waiver, I understand and acknowledge that the risk of injury from the Activity is significant, including the potential for permanent physical disability and death. I am aware the Activity is hazardous and while particular skills, equipment, and personal discipline may reduce the risk, the risk of serious injury, including death, does exist. In consideration of my participation in the Activity, I knowingly and freely assume all risks, known and unknown, associated with my participation in the Activity, even if arising from the negligence of the Releasees or others, and assume full responsibility for my participation.

RELEASE:

I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, voluntarily agree to release, waive, discharge, defend, indemnify, and hold harmless USA Raft, its owners, members, officers, agents, employees, subsidiaries, lessors, insurers, and affiliated companies (collectively, the "Releasees"), from any and all claims, demands, damages, rights of action, or causes of action with respect to any and all injury, disability, death, or loss or damage to person or property associated with my presence or participation in the Activity, whether arising from the negligence of the Releasees or otherwise to the fullest extent permitted by law. Additionally, I hereby irrevocably consent to authorize USA Raft, its successors, assigns, and affiliates to use and reproduce any and all photographs and videos taken of me for any purpose whatsoever, without further compensation to me. All such photographs and videos, including negatives and the like are solely the property of USA Raft.

EMERGENCY MEDICAL SERVICES:

Should emergency medical services become necessary, whether or not USA Raft has contacted my emergency contact, I give USA Raft permission to contact emergency services for help and give permission to a licensed physician or other licensed medical provider to provide proper treatment, including but not limited to hospitalization, injection, anesthesia, and/or surgery. I agree to pay all costs associated with such medical services and related transportation.

I HAVE CAREFULLY READ THIS LIABILITY WAIVER & RELEASE AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND USA RAFT, LLC. I FURTHER UNDERSTAND THAT BY SIGNING THIS LIABILITY WAIVER & RELEASE I HAVE GIVEN UP CONSIDERABLE FUTURE LEGAL RIGHTS. I SIGN THIS LIABILITY WAIVER & RELEASE OF MY OWN FREE WILL AND UNDER NO DURESS OR THREAT OF DURESS, AND WITHOUT INDUCEMENT, PROMISE, OR GUARANTEE BEING COMMUNICATED TO ME.

Participant Signature: _____ Date: _____

Parent/Guardian Signature: _____ Relationship to Minor: _____

(Required if Participant is under 18 years old)