

# WHITEWATER RAFTING AND ACTIVITIES

## RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (A SEPARATE FORM MUST BE COMPLETED FOR EACH PARTICIPANT)

In consideration of being allowed to participate in Songer Adventures, LLC., and other whitewater activities (the "Activity"), I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in the Activity, which involves travel on or being in whitewater rivers and streams. I agree to only participate while wearing the protective equipment required and to follow the instructions of the guides and, if I believe it unsafe, to immediately discontinue my participation. I know that the Activity involves substantial risk of serious bodily injury, including disability, paralysis and death, and damage or loss of personal property as the result of exposure; travel on or being in whitewater rivers and streams; and other known and foreseeable risks including, but not limited to, the risks of travel on roads or rough terrain by foot, conveyances, or other means; the risks arising from the failure or misuse of equipment; and the risks that injuries may occur in remote areas without adequate medical facilities. I realize that there may be other risks not known to me or not readily foreseeable but I fully accept and assume all such risks, whether or not identified above, and I assume all responsibility for losses and damages which I may suffer as a result of my participation in this Activity.

The Releasees identified below may also have been requested to arrange for my participation in activities or services, including lodging or meals, provided by others ("Additional Services") and I acknowledge that the Releasees have made no representations whatsoever as to the safety or quality of those Additional Services.

**I HEREBY RELEASE** Songer Adventures, LLC., any related and/or parent company, subsidiary companies, partnerships, companies and entities, their respective members, shareholders, administrators, directors, agents, officers, volunteers, and employees, other participants, sponsors, advertisers, and the owners and lessors of the property on which the Activity takes place (the "Releasees") from all liability, claims, demands, losses, costs and damages arising or asserted to arise, directly or indirectly, in whole or in part, from the Activity or the Additional Services whether resulting from negligence or otherwise and including rescue operations and will indemnify and hold harmless the Releasees as to all such matters.

I consent to the use by Songer Adventures, LLC., of photographs and video recordings made of me or the minor identified below while participating in the Activity or using the Additional Services without compensation and agree that all such materials including negatives, are the sole property of the Releasees.

I agree that the exclusive venue of any suit or claim against the Releasees for any reason whatsoever shall be the Magistrate or Circuit Courts of Fayette County, West Virginia; consent to the jurisdiction of such Courts as to any action against me to enforce this Agreement; and agree that this Agreement is to be enforced in accordance with the law of the State of West Virginia.

I have read the foregoing Release, Assumption of Risk And Indemnity Agreement; understand that I will give up substantial rights by signing it; have signed it freely and without any inducement or assurance of any nature not stated herein; intend it to be a complete and unconditional release, assumption of risk and indemnity to the greatest extent allowed by law; and agree that if any portion of this Agreement is held invalid the remainder shall continue in full force and effect.

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant

(SEE REVERSE)

### **ADULT CONSENT AND ASSUMPTION OF RESPONSIBILITY FOR MINORS** (Required for Participant under the age of 18)

I understand the nature of the above Activity, am familiar with the Minor's experience and capabilities, and believe the Minor to be qualified to participate. I hereby personally accept and undertake, individually and in my own name, all of the obligations stated above specifically including the release, assumption of risk, and hold harmless provisions as to the Releasees of all liability, claims, demands, losses and damages suffered or alleged to have been suffered or incurred by the Minor or to others resulting from injury to the Minor.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Relationship to Minor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(Minor must also complete Reverse)

**PLEASE READ CAREFULLY**

**DUTIES OF A PARTICIPANT- THE WEST VIRGINIA WHITEWATER RESPONSIBILITY ACT**

(West Virginia Code § 20-3B-1 through 5)

- (a) Participants have a duty to act as would a reasonably prudent person when engaging in recreational activities offered by commercial whitewater outfitters and commercial whitewater guides in this state.
- (b) No participant may:
  - (1) Board upon or embark upon any commercial whitewater expedition when intoxicated or under the influence of non-intoxicating beer, intoxicating beverages or controlled substances; or
  - (2) Fail to advise the trip leader or the trip guide of any known health problems or medical disability and any prescribed medication that may be used in the treatment of such health problems during the course of the commercial whitewater expedition; or
  - (3) Engage in harmful conduct or willfully or negligently engage in any type of conduct which contributes to or causes injury to any person or personal property; or
  - (4) Perform any act which interferes with the safe running and operation of the expedition, including failure to use safety equipment provided by the commercial whitewater outfitter or failure to follow the instructions of the trip leader or trip guide in regard to the safety measures and conduct requested of the participants; or
  - (5) Fail to inform or notify the trip guide or trip leader of any incident or accident involving personal injury or illness experienced during the course of any commercial whitewater expedition. If such injury or illness occurs, the participant shall leave personal identification, including name and address, with commercial whitewater outfitter’s agent or employee.

- 1. Do you need to talk to the trip leader or trip guide about any matters, including medical conditions or medications, as required by the above regulations? Yes\_\_\_ No\_\_\_
- 2. Do you have any questions about your duties under the above regulations? Yes\_\_\_ No\_\_\_
- 3. Have you rafted with Songer before? Yes\_\_\_ No\_\_\_

**PLEASE PRINT**

**OUTFITTERS ARE REQUIRED BY STATE LAW TO OBTAIN THE FOLLOWING INFORMATION!**

FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_  
ADDRESS 1: \_\_\_\_\_  
ADDRESS 2: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
DAY TIME PHONE: \_\_\_\_\_ EVENING PHONE: \_\_\_\_\_  
AGE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

To receive our e-newsletters, specials, hot deals, high water alerts or other information, please give your email address!

EMAIL ADDRESS: \_\_\_\_\_

**(SEE REVERSE)**