



RELEASE OF LIABILITY

The undersigned, either on his or her own behalf or on behalf of a minor identified below, hereby irrevocably releases, waives, indemnifies, discharges and covenants not to sue any and all persons, organizations, and other entities associated with the Event (as defined below), including but not limited to Giving It Forward Together, Waccamaw Riverkeeper (A Program of Winyah Rivers Foundation), their officers, directors, managers, members, owners, affiliates, subsidiaries, parent, agents, servants, representatives and employees, and all heirs, successors and assigns of any of the foregoing, (all of which hereinafter known as the "Company") from all liability to the undersigned. In consideration of being permitted to participate in activities or programs that may be sponsored or otherwise provided or made available to the undersigned from time to time by the Company, including without limitation Ride The Tide (the "Event").

1. The undersigned agrees to provide and wear a life jacket at all times while in the water. If at any time participants remove life jacket during the "Ride", they may be instructed to put it back on. GIFT is not responsible for monitoring life jacket wearing or if it is properly fit. Each participant will ride at their own risk.
2. The undersigned acknowledges that river activities entails unknown and unanticipated risks which could result in physical or emotional injury, disease, strains, fractures, partial or total paralysis, death, or damage to myself, to property, or to third parties. These risks and dangers may be caused by the negligence of Company; 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 misjudging terrain, weather, or river route location, and water level, risks of falling out of or drowning while in a raft, kayak, tube, or swimming, and such other risks, hazards and dangers that are integral to outdoor and rafting activities that take place in a recreational environment.
3. The undersigned expressly agrees and promises to accept and assume all of the risks existing in this activity. Participation in this activity is purely voluntary and the undersigned elect to participate in spite of the risks. The undersigned hereby represents and warrants to the Company that he or she has no medical or health condition that could be aggravated, triggered or further injured in any way by participation in the Event.
4. The undersigned certifies that he or she has adequate insurance to cover any injury or damage they may cause or suffer while participating, or else, or he or she agrees to bear the cost of such injury or damage themselves. The undersigned further certifies that he or she has no medical or physical conditions, which could interfere with his or her safety in this activity, or else is willing to assume and bear the costs of all risks that may be created, directly or indirectly, by such condition.
5. The undersigned hereby voluntarily releases, forever discharges, and agrees to indemnify, and hold harmless Company from any and all claims, demands, or causes of action, which are in any way connected to my participation in this activity including any such claims which allege negligent acts of omissions of Company.
6. Should Company or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, the undersigned agrees to indemnify, and hold them harmless for all such fees.

7. The undersigned grants to the Company, and those acting pursuant to the Company's authority (and the undersigned agrees to confirm said grant in writing) the perpetual, fully paid, worldwide right to use and publish his/her name, portrait, picture, voice and likeness for advertising, trade and promotional purposes without additional consideration, in any media, format, including without limitation on the Internet, without notification, review or approval.

I understand and agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of South Carolina and that if any portion is held invalid, I agree that any remaining portions will continue in full force and effect. I acknowledge the Event Rules and agree to abide by all rules as existing or as later modified.

I HAVE READ, UNDERSTAND, AND AGREE TO THE ABOVE ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY. I UNDERSTAND I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY AND KNOWINGLY AND BEING FULLY INFORMED OF MY RIGHTS.

Participant Name: _____ Date: _____

Participants Signature: _____ Date: _____

Signature of Legal Guardian: _____ Date: _____