

PLEASE PRINT LEGIBLY

Name: _____ Address: _____
 City: _____ State: _____ Zip: _____ Phone _____
 PT: _____ RT: _____ K: _____ LC: _____ RC: _____ B: _____

**Organization Name: Renfroe Ventures, LLC dba Smokey Mtn. RIVER ROMP
 PARTICIPANT RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT**

****PLEASE READ BEFORE SIGNING****

In consideration of Renfroe Ventures, LLC dba Smokey Mtn. River Romp (hereby referred to as River Romp) furnishing services and/or equipment to enable me to participate in River Romp Tubing, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have (a) inherent risks, danger and hazards and such exists in my use of River Romp equipment and my participation in River Romp 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 negligence of the owners, landlords, employees, officers or agents of River Romp; 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, employee decision-making, including that an employee may misjudge terrain, weather, river route location, and water levels. I take responsibility for reviewing and identifying any and all weather changes or weather related phenomenon that may affect the experience. I understand River Romp is not responsible for communicating or otherwise advising of weather conditions or changes. I understand that falling out of or drowning while in a tube or kayak and such other risks, hazards and dangers that are integral to recreational activities and/or use of equipment are possible. I hereby assume all risks and dangers and all responsibility for any losses and/or damage for myself and all minor children listed below whether caused in whole or in part by the negligence or other conduct of the owners, landlords, agents, officers or employees of River Romp, or by any other person. I understand the **property bordering the river & swinging bridge is Private Property and will be respectful of others and their property and will not play or otherwise trespass or litter.**

I, on behalf of myself and all minor children listed below, assigns, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify River Romp and its owners, officials landlords, agents, officers and employees from any and all claims, actions or loses for bodily injury, *property damage*, wrongful death, loss of services or otherwise which may arise out of the use by myself and all minor children listed below of River Romp tubing and/or kayaking equipment or my participation in River Romp activities. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I and all minor children listed below may have presently or in the future for the negligent acts or other conduct by owners, landlords, agents, officers or employees of River Romp; and grant my permission to use any photos or images taken by River Romp agents in marketing, social media, website, etc.

The parties agree that the laws of the State of Tennessee shall apply to any dispute that may arise out of this agreement. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which the RIVER ROMP or its agents is a party shall be either the City of Sevierville, Tennessee Justice Court or the County or State Supreme Court in Sevier County.

I HAVE READ THE ABOVE WAIVER AND RELEASE. BY SIGNING IT, I AGREE, IT IS MY INTENTION TO EXEMPT AND RELIEVE RIVER ROMP FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE, BY MYSELF AND ALL MINOR CHILDREN LISTED BELOW. I HAVE ALSO READ THE POSTED RULES, REGULATIONS & POLICIES AND I ALONG WITH ALL MINOR CHILDREN LISTED BELOW AGREE TO ADHERE AND ABIDE BY THEM AT ALL TIMES

Print	Sign	Medical	Date	Print	Sign	Medical	Date

Minors under age 18 in my care (please print first & last name & age):

Print	Age	Initial	Medical	Print	Age	Initial	Medical

HAVE A SAFE AND FUN TRIP, AND REMEMBER NO ALCOHOL ALLOWED!