

Adult

River City Adventures, LLC.

READ CAREFULLY
WAIVER AND RELEASE OF LIABILITY

In consideration of River City Adventures, LLC. furnishing services and/or equipment to enable me to participate in whitewater rafting, kayaking, or tubing, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers, and hazards and such exists in my use of River City Adventures, LLC. equipment and my participation in River City Adventures, LLC. 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 River City Adventures, LLC.; 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 limiting 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, tube, inflatable kayak, kayak, bike or canoe and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and (d) by my participation in these activities and/or use of equipment. I hereby assume all risks and dangers and all responsibility for any 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 River City Adventures, LLC. or by any other person.

I, on behalf of myself, my personal representatives and my heir hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify River City Adventures, LLC. 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 River City Adventures, LLC. Equipment or my participation in whitewater rafting, inflatable kayaking, kayaking, biking or tubing. 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 River City Adventures, LLC.

I understand and agree that any photographs and/or video recordings taken by River City Adventures, LLC. which my participation may be used by River City Adventures, LLC. in its advertising materials. I consent to the use by River City Adventures, LLC. Of the photographs and/or video without further compensation and agree that all such materials, including negatives, are sole property of River City Adventures, LLC.

The venue of any dispute that may arise out of this agreement or otherwise between the parties to which River City Adventures, LLC. or its agents is a party shall be either the City of Richmond, Virginia, Virginia Justice Court or the Supreme Court of Virginia.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Signature _____ Age _____
Print Name _____
Address _____
City _____ State _____ Zip _____
Home phone (____) _____ Date _____

Please complete reverse side

Medical Information and Consent

Name (Print) _____

Birth date _____

Family Physician _____

Health Insurance provider if applicable _____

Do you have any physical or mental disability or condition, which might limit your participation in this activity?

If "Yes", please indicate _____

Are you on any medication at this time? _____

If "Yes" please indicate: _____

Do you have any allergies? (Penicillin, bee stings, food, medications) _____ If "Yes" please indicate

Do you have medication to take in case of an allergy attack? _____

Do you have it with you today? _____

Where is it kept? _____

I understand the physical demands of this activity and have noted any medical or physical conditions, which might affect my participation in this activity. I authorize the instructors and/or staff of River City Adventures, LLC. to act on my behalf in case of accident, injury, or illness when immediate medical care is needed. If for any reason they are unable to provide medical treatment, I authorize such instructors and/or staff to secure proper medical treatment as his or her judgment dictates.

Signature _____ Date _____

Print Name _____

Person to be notified in case of illness or injury: _____

Relationship _____

Contact Information:

Home Phone _____

Mobile/pager _____

Work Phone _____