

CHATTAHOOCHEE RAFTING COMPANY, INC. DBA WHITEWATER EXPRESS

Waiver and Release of Liability

Name: _____ Age: _____ Gender: M / F (circle one)

Group Name: _____ Group Leader: _____

Date(s) of stay at WhiteWater Express: _____

In Consideration of Chattahoochee Rafting Company, Inc. furnishing services and/or equipment to enable me to participate in rafting, ropes course, horseback riding, mountain biking, canoeing, kayaking, camping, tubing, and other activities, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have (a) inherent risks, dangers, hazards, and such exist in my use of Chattahoochee Rafting Company, Inc. equipment and my participation in such 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 Chattahoochee Rafting Company, Inc., Uptown Whitewater Management L.L.C., Columbus Consolidated Government, Georgia Power, Phenix City Alabama and the United States; 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, 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, canoe, or kayak 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 Chattahoochee Rafting Company, Inc., Uptown Whitewater Management, L.L.C., Columbus Consolidated Government, Georgia Power, Phenix City Alabama or the United States, or by any other person. In addition, I hereby grant permission to Chattahoochee Rafting Company, Inc. to make and use for promotion or other purposes, photographic records without recourse or compensation to me.

I, on behalf of myself, my personal representatives, and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify Chattahoochee Rafting Company, Inc., the Uptown Whitewater Management, L.L.C., Columbus Consolidated Government, Phenix City Alabama and the United States, 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 Chattahoochee Rafting Company, Inc. equipment or my participation in Chattahoochee Rafting Company, Inc. activities. 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 Chattahoochee Rafting Company, Inc., the Uptown Whitewater Management, L.L.C., Columbus Consolidated Government, Phenix City Alabama and the United States.

The venue of any dispute that may arise out of this agreement or other-wise between the parties to which Chattahoochee Rafting Company, Inc. or its agents is a party shall be either the Phenix City, Alabama Justice Court or State Supreme Court in Russell County Alabama.

I HAVE READ THE ABOVE WAIVER AND RELEASE. BY SIGNING IT, I AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE CHATTAHOOCHEE RAFTING COMPANY, INC., UPTOWN WHITEWATER MANAGEMENT, L.L.C., COLUMBUS CONSOLIDATED GOVERNMENT, GEORGIA POWER, PHENIX CITY ALABAMA, AND THE UNITED STATES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Signature: _____

Date: _____

Parent/Guardian Signature (if under 18): _____

Date: _____