

Rolling Thunder River Company

WAIVER AND RELEASE OF LIABILITY - PLEASE READ BEFORE SIGNING

In consideration of being allowed to participate in any way in the program, related events and activities, I, the undersigned, acknowledge, appreciate and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death. There is also a risk of contracting an airborne virus such as Covid 19.
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation.
3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS ROLLING THUNDER RIVER COMPANY OF NORTH CAROLINA, INC.** and its officers, officials, agents and/or employees, other participants, sponsors, advertisers, the United States of America, the United States Forest Service, State of Tennessee, Tennessee Valley Authority, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses and liability arising out of or related to any **INJURY, ILLNESS, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.
5. I understand that TVA may release water without notice at any time resulting in faster deeper water. This water release may increase my risk significantly. Rolling Thunder River Company has no authority over this release and can only anticipate it based on information provided by TVA which is not guaranteed to be accurate or dependable.
6. I hereby authorize Rolling Thunder River Company to take and use photographs and/or videos of me for the purpose of sale, advertising, websites and publicity and waive any right of compensation or privacy.
7. I also understand that I should not be under the influence of drugs or alcohol at time of the event and may be removed from any activity if I am deemed to be under the influence of alcohol or drugs at the sole discretion of Rolling Thunder River Company.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT

SIGNATURE of Participant

Age

Date of trip

Trip time

(if under 18)

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF ACTIVITY)

I understand that I am legally attesting to the age of the child for whom I am giving consent to participate in this activity and understand that I am in violation of state law if the information provided is false.

This is to certify that I, as parent/guardian with legal responsibility for this participant do consent and agree to his/her release as provided above of all Releasees, and, for myself, my heirs, assigns and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law.

Signature of Parent/Guardian
birth

Date

Minor's Date of