

DOWNRIVER CANOE COMPANY
P.O. BOX 10 • BENTONVILLE, VIRGINIA 22610
(540) 635-5526

IMPORTANT : THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing. If you have any questions please ask us or consult an attorney.

Downriver Canoe Company has done everything possible to assure our guests a rewarding experience. We wish to inform our guests that river running is not risk free. Unlike a theme park setting, your adventure will take place in a natural environment over which Downriver Canoe Company has no control. The same elements that contribute to the unique character of river running, such as constantly changing water levels, can cause loss or damage to equipment, personal injury, or in extreme cases, permanent trauma or death. We simply want you to know in advance what to expect, and to be informed of some of the possible risks. We ask that you read this, sign it, and return it to our office.

ACKNOWLEDGMENT OF RISK

As a participant, you will be totally responsible for your own movement and safety while on the river. Due to the inherent nature of the sport, you will be primarily responsible for your own rescues.

Although accidents are rare, injury may be sustained by (but not limited to) walking or climbing along the river bank, diving or jumping into the river, getting into or out of the watercraft, falling out of the watercraft becoming entangled in or pinned against rocks, branches, logs, down trees, or low water bridges. Of course drowning is always a possibility when around water.

Heat-sunburn, wind, rain, lighting, or being in the open for extended periods may be uncomfortable or cause injury. Also, certain plants, insects, or animals may cause discomfort or injury. It is possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

I certify my family, including my minor children and myself are in good physical condition and are fully capable of participating in this river trip. Therefore, I assume full responsibility for myself and my family including my minor children.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I agree to indemnify and hold harmless Downriver Canoe Company, their agents, and employees, from all claims, damages, losses, injuries, and expenses arising out of or resulting from participation in these activities. I further agree to release, acquit and covenant not to sue Downriver Canoe Company, their agents and employees for all actions, causes of action, claims, or damages, damages in law or remedies in equity of whatever kind, including the negligence of Downriver Canoe Company, of my family, myself, or my heirs, against Downriver Canoe Company arising out of participation in this activity.

I agree that the site of any lawsuit shall be Page County, Virginia, and governed by Virginia law. The terms of this agreement shall remain in effect after the river activity has ended. If any part of this agreement is found to be invalid, the remainder of the agreement shall remain in effect.

As liquidated damages, I hereby agree that if Downriver Canoe Company is forced to defend any action, lawsuit or litigation brought by myself, my executors, or my heirs on my family's or my behalf, my heirs or executors and I agree to pay Downriver Canoe Company's cost and attorney fees if they successfully defend such action, lawsuit, or litigation.

I authorize and release to Downriver Canoe Company the use of my image in any photograph or video recording.

I agree not to take any illegal drugs or excessive alcohol while undertaking any activity with Downriver Canoe Company.

I agree to return all equipment on time and in the condition in which it was received. I also agree to pay for any equipment which is lost, damaged, or stolen.

I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT

_____ printed name

_____ signature

_____ street address

_____ participating children

_____ city, state, zip

_____ if under 18 guardian or parent signature

_____ todays date