



TN Whitewater, LLC • 703 Golf Course Rd, Copperhill, TN 373717
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For Office Use Only

Trip Date/Time Trip Type Order/Group

RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION & BINDING ARBITRATION AGREEMENT

PLEASE READ CAREFULLY. This is a legal document. If you have questions, we encourage you to consult with an attorney before signing.

In consideration of being allowed to use the facilities and participate in white water rafting, horseback riding, mountain bike rides, high ropes challenge course, low ropes challenge course, outdoor skills instruction, camping, backpacking, and other activities (collectively the "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 TN Whitewater, LLC dba Whitewater Express 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, exposure to MRSA, influenza, or COVID-19, 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 TN Whitewater, LLC, the Ocoee River Outfitters Association, the Tennessee Valley Authority, the State of Tennessee, and the United States (collectively "TNW"); 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, close proximity to others resulting in the transmission of pathogens, 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 TNW, or by any other person. I realize there are other risks and/or dangers that may exist and I will avoid these also, and I will not participate in unsafe practices and I will inform the staff of any dangers known to me that may cause injury to me or others. I further understand that I may be dismissed from participation without refund for refusing to follow any of the policies of TNW. In addition, I hereby grant permission to TNW and by any nominee or designee of TNW (including any agency, client, or periodical or other publication) to make and use for promotion or other purposes, photographic or video records without recourse or compensation to me. I certify to TNW that the participant is, or will be, at least 12 years of age prior to scheduling white water rafting on the Ocoee River.

I, on behalf of myself, my personal representatives, and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify TNW, 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 TN Whitewater, LLC equipment or my participation in TN Whitewater, LLC 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 TNW. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct.

The Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, hereby agrees to submit any dispute, claim, or controversy, relating to and/or arising from (a) this Release of Liability, Assumption of Risk, Indemnification & Binding Arbitration Agreement, (b) Participant's participation in the Activities, and/or (3) any other interaction between the Participant and TNW, including the determination of the, scope or applicability of this agreement to arbitrate, to binding arbitration. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. If the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the district in which the Activities occurred. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in the State and County where the Activities occurred and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. As a threshold matter, the Panel shall confirm whether the Waiver and Release contained in this Agreement are enforceable under applicable law. Judgment on the Award may be entered in any court having jurisdiction over the parties and controversy. Participant and the Covered Parties specifically intend this Binding Arbitration provision to survive if any other portion of this Agreement is held invalid. **NOTICE TO PARTICIPANT: By signing this Agreement, you are giving up your right to commence litigation against the Covered Parties in a court of law, and you are giving up your right to a trial by jury.**

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Covered Parties and their counsel in any proceeding.

I HAVE READ THE ABOVE WAIVER AND RELEASE. BY SIGNING IT, I AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE TN WHITEWATER, LLC, THE OCOEE RIVER OUTFITTERS ASSOCIATION, THE TENNESSEE VALLEY AUTHORITY, THE STATE OF TENNESSEE, AND THE UNITED STATES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Participant's Name (Printed)	Age	Participant's Email Address
Participant's Signature	Date Signed	Participant's Mailing Address
Parent or Guardian's Signature (if Participant is under 18)	Date Signed	Emergency Contact Name / Phone Number
		Relation to Participant