

Trip Date: _____

BLACKWATER OUTDOOR ADVENTURES WAIVER & RELEASE OF LIABILITY - READ CAREFULLY

In consideration of Blackwater Outdoor Adventures furnishing services and/or equipment to enable me to participate in, whitewater rafting, canoeing, kayaking, camping, biking, or _____, 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 whitewater rafting, canoeing, kayaking, camping, biking, or _____, equipment and my participation in whitewater rafting, canoeing, kayaking, camping, biking, or _____, 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 Blackwater Outdoor Adventures; 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 locations, 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 equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether causes in whole or in part by the negligence or other conduct of the owners, agents, officers or employees of Blackwater Outdoor Adventures, or by any other person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Blackwater Outdoor Adventures 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 whitewater rafting, canoeing, kayaking, camping, biking, or _____, 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 Blackwater Outdoor Adventures.

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which the Blackwater Outdoor Adventures or its agents is a party shall be either the City of Parsons, West Virginia Justice Court of the County or State Supreme Court in Tucker County.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT DO AGREE, IT IS MY INTENTION TO EXEMPT AND RELIEVE BLACKWATER OUTDOOR ADVENTURES AND ITS OWNERS, AGENTS, OFFICERS, AND EMPLOYEES FROM LIABILITY FOR PERSONAL INJURY PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

SIGNATURE: _____ AGE: _____ DATE: _____

NAME: _____ GROUP NAME: _____

Street address or P.O. Box Number _____

City _____ State _____ Zip _____

LOCAL LODGING _____