

Trip Date:

RELEASE OF LIABILITY

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.

RAPPAHANNOCK RIVER CAMPGROUND LLC (hereinafter referred to as "RRC") has done everything possible to assure that our guests experience a fun canoeing, kayaking, tubing or camping experience. We wish to inform our guests that a river trip or camping is not risk free. The same elements that contribute to the unique character and fun of a river trip, such as "shooting the rapids" or "living in the out-of-doors" can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of some of the possible risks.

ACKNOWLEDGMENT OF RISK

I realize that changing water flow or currents, submerged and semi submerged objects, varying wind and weather conditions including thunderstorms, lightning, and temperature fluctuations, the presence of other watercraft, the speed at which I travel, the stability characteristics of a watercraft, and certain foreseen and unforeseen events or hazards including information obtained from maps, videos, or trip descriptions that may misjudge events or hazards can contribute to the unpredictability of the activity; that certain risks associated with this activity including but not limited to collision, upset, overturn, and sinking can result in personal property damaged or lost, getting wet, injured, exposed to the elements, or drowned; that for swimmers and nonswimmers, wearing a U.S. Coast Guard approved **Personal Flotation Device (PFD)** is a basic safety precaution (I am able to swim and agree to wear my PFD at all times); That I may suffer accidents or illness in remote places where there are no available medical facilities; and that I should ask about potential hazards and recommended precautions and procedures. I also realize that participation in this activity can result in personal injury, accidents, or illness, including but not limited to insect bites, animal bites, reptile bites, exposure to marine life forms including bacteria, heat related injuries and illness (heat exhaustion, heat stroke, dehydration), sprains, broken bones, hypothermia, slipping when getting in and out of watercraft, paralysis, dismemberment or other injury, or death. I understand that this is a self-guided trip with no lifeguards or supervision on the river.

I certify that my family, including minor children and myself, are fully capable of participating in the experience. I state that I have read the above statement on some of the possible risks in this activity. Therefore, I assume full responsibility for myself, my family, including minor children, and my pets, for bodily injury, death, and loss of personal and **rental property** and any expenses as a result of my negligence, negligence of my family, or the negligence of RRC. I also understand that RRC reserves the right to refuse any person it judges to be incapable of meeting the requirements of participating in the experience. My family and I are in good physical condition and able to undertake this activity.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I agree to indemnify and hold harmless presently and in the future RRC, 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 RRC, 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 RRC, or my family, myself, or my heirs, against RRC arising out of participation in this program.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be Culpeper County, Virginia and governed by Commonwealth of Virginia law. The terms of this agreement shall continue and be in effect after the experience has ended.

As liquidated damages, I hereby agree that if RRC is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay RRC costs and attorney fees defending such action, lawsuit or litigation.

I **authorize and release** to RRC the use of my image or my child's image in any photograph, video recording, or any printed or electronic medium, including, but not limited to CD's, computer disk, and/or internet.

I have adequate health, disability and life insurance for myself and my family.

A copy or fax of this release can be used as an original.

The whitewater rating for the trip we will be undertaking is a Class I 9(easy) Class II 9(moderately difficult)

I/we hereby agree to return all equipment by 6:00 p.m. (late fee of \$5 per person, per hour after 6:00 p.m.) and in the same condition as when received. I further agree to pay for any damage which results to any equipment while in my possession and to pay for any equipment that is lost, destroyed, or stolen while in my possession.

I have read this release of liability and assumption of risk agreement, fully understand the terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement this _____ day of _____, 20__.

Address	City	State	Zip	Phone
All participants may use the same form only if they live at the same address				
Participant #1	Print Name (and age if under 18)		Participant Signature (Parents sign for their minor children)	
Participant #2				
Participant #3				
Participant #4				
Participant #5				
Participant #6				
Participant #7				
Participant #8				
Emergency Contact Name and Phone Number:				