

WEST TUBING COMPANY, LLC

tubing & Water Activity Assumption Of Risk And Release Of Liability

PLEASE FILL IN ALL INFORMATION AND PRINT AS NEATLY AS POSSIBLE.

PARTICIPANT

LAST NAME: _____ FIRST NAME: _____ AGE: _____

STREET ADDRESS: _____ PHONE:() _____

CITY: _____ STATE: _____ ZIP: _____

I ("Participant") understand and am aware that tubing and/or water activity or sports are a **HAZARDOUS ACTIVITY**. I understand that water activity or sports involves a **risk** of injury to my body. Those risks include but are not limited to: variations in the water velocity, conditions and foreign objects found in the stream bed, stream banks, rock formations, "white water" conditions, water condition and turbidity, and other natural conditions. While tubing, kayaking, or canoeing (each a "Water Activity:" collectively "Water Activities"), I acknowledge the chance that I can fall out, be thrown out, or otherwise leave the canoe, kayak, or tube, the chance that collisions with other patrons may occur, or collisions with fixed objects. I hereby represent that I am in good health and physical condition and do not suffer from any disability which would prevent my safe participation in the Water Activity. I agree to abide by any decision of any WEST TUBING COMPANY employees, organizers, volunteers, directors, representatives, agents, and officers (collectively, the "WEST TUBING Parties") regarding my ability to safely participate in the Activity. I fully understand that I may injure myself as a result of my participation in the Activity and that certain injuries may result in death or permanent physical disability. I also acknowledge and agree that my participating in any Water Activity may be terminated immediately if any of the WEST TUBING Parties believe, in their sole discretion, that I am unable to complete the Water Activity for any reason, or that I am under the influence of alcohol or drugs. I freely and expressly assume and accept responsibility for these, any, and all risks of injury or death while participating in a water activity with WEST TUBING COMPANY, LLC.

In consideration of being allowed to participate in the requested Water Activity, I hereby release WEST TUBING COMPANY, LLC, and its managers, members, owners, agents, employees, and contractors, as well as the equipment manufacturers and distributors (collectively the "Released Parties") from any and all liability or responsibility, for damage and personal injury to me or my property which may occur while I am participating in Water Activities. If I am signing this as a parent or guardian for a minor child, I further release and agree to indemnify the Released Parties for any claims related to injuries sustained by my child/ward while participating in this Water Activity. I specifically release the Released Parties for any claims related to their negligence, that is, their failure to use reasonable care in any way in the design or operation of this Water Activity facility, or in the installation, maintenance, selection, adjustment and use of the Water Activity equipment.

I further agree to hold harmless and indemnify WEST TUBING COMPANY, LLC, and its managers, members, owners, agents, employees, and contractors, as well as the equipment manufacturers and distributors, for any and all loss or damage I may cause to another person or property while engaged in Water Activities. This agreement is governed by the applicable law of North Carolina. If any part or provision of this agreement is determined to be un-enforceable, all other provisions shall be given full force and effect. I hereby agree that the exclusive jurisdiction and venue for any claims I may bring against WEST TUBING COMPANY, LLC, or its managers, members, owners, agents, employees, and contractors, related to this Water Activity lies exclusively and solely in the Superior Court of Clay County, North Carolina. I agree that there have been no warranties, expressed or implied, which have been made to me regarding my participation in the Water Activity I have purchased. I, the undersigned, acknowledge that I have carefully read this assumption of risk and release of liability and I understand its contents. I understand that my signature below expressly waives any rights I may have to sue WEST TUBING COMPANY, LLC, or its managers, members, owners, agents, employees, and contractors, for injuries and damages related to this Water Activity.

If Participant is a minor, the undersigned parent or legal guardian acknowledges that he/she is signing this Agreement on his/her behalf, and also signing on behalf of the minor and that both will be bound by all the terms of this Agreement. Also, the parent or legal guardian of a minor Participant represents he or she has legal authority over the minor, and is also waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agrees that but for the foregoing, the minor Participant would not be permitted to participate in the Activity.

PARTICIPANT'S SIGNATURE: _____ **DATE:** _____

PARENT/GUARDIAN: _____ **DATE:** _____

(Parent or Legal Guardian's Signature REQUIRED if Participant is under 18 years of age)