

Read Carefully Waiver and Release of Liability

In consideration of West Virginia Adventures, Incorporated furnishing services and/or equipment to enable me to participate in West Virginia Adventures, Incorporated's activities, 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 West Virginia Adventures, Incorporated's equipment and my participation in West Virginia Adventures, Incorporated's 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 could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers, or agents of West Virginia Adventures, Incorporated's; 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 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 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 West Virginia Adventures, Incorporated 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 West Virginia Adventures, Incorporated and its owners, agents, officers and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of service or otherwise which may arise out of my use of West Virginia Adventures, Incorporated's equipment or my participation in West Virginia Adventures, Incorporated's activities. I specially 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 conducts by the owners, agents, officers or employees of West Virginia Adventures, Incorporated.

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which West Virginia Adventures, Incorporated or its agents is a party shall be either the Circuit Court of Fayette County, West Virginia or the State Supreme Court of West Virginia.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE, IT IS MY INTENTION TO EXEMPT AND RELIEVE WEST VIRGINIA ADVENTURES, INCORPORATED FROM LIABILITY FOR PERSONAL INJURY PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Signature: _____

Age: _____ Date: _____ Group Name: _____

Name (printed): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

E-mail Address: _____