



**West Virginia Adventures LLC
Waiver and Release of Liability
Please Read Carefully**

DUTIES of PARTICIPANT
WEST VIRGINIA WHITEWATER RESPONSIBILITY ACT
(WV Code 20-3B-1 through 5)

- a) Participants have a duty to act, as would a reasonably prudent person when engaging in recreational activities offered by commercial whitewater outfitters and commercial whitewater guides in this state.
- b) No participant may:
1. Board upon or embark upon any commercial whitewater expedition when intoxicated or under the influence of non-intoxicating beer, intoxicating beverages or controlled substances; or
 2. Fail to advise the trip leader or the trip guide of any known health problems or medical disability and any prescribed medication that may be used in the treatment of such health problems during the course of the commercial whitewater expedition; or
 3. Engage in harmful conduct or willfully or negligently engage in any type of conduct which contributes to or causes injury to any person or personal property; or
 4. Perform any act which interferes with the safe running and operation of the expedition, including failure to use safety equipment provided by commercial whitewater outfitter or failure to follow the instructions of the trip leader or trip guide in regard to the safety measures and conduct requested of the participants; or
 5. Fail to inform or notify the trip guide or trip leader of any incident or accident involving personal injury or illness experienced during the course of any commercial whitewater expedition. If such injury or illness occurs, the participant shall leave personal identification, including name and address, with the commercial whitewater outfitter's agent or employee.

PHOTO RELEASE

I understand that pictures and/or videos of my participation may be made available for sale or download, and may be published in print and/or digital media. I hereby grant and convey to WVA and its administrators, affiliates, licensees, successors or assigns, all right, title and interest in and to any photographs (motion or still) and recordings bearing my likeness, which may be taken of me by WVA or its representatives or affiliates. I further grant to WVA the right to use such likenesses for any lawful purpose without any claim to compensation or royalty.

WAIVER AND RELEASE OF LIABILITY

In consideration of West Virginia Adventures LLC (hereinafter WVA) furnishing services and/or equipment to enable me to participate in WVA 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 WVA equipment and my participation in WVA 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 WVA, the negligence of the participants, the negligence of others, accidents, breaches of contract, 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 or 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 WVA 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 WVA and its owners, agents, officers and employees for 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 WVA equipment or my participation in WVA activities. I specially understand that I am releasing, discharging, and waiving any claims or action that I may have presently or in the future for the negligent acts or other conducts by the owners, agents, officers or employees of WVA. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which WVA 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 WVA FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH, CAUSE BY NEGLIGENCE OR ANY OTHER CAUSE.

Participant's Name: _____ DOB: _____

Email: _____

Phone: _____ State of Residence: _____

Signature: _____ Date: _____

Do you need to talk to the trip leader or trip guide about any matters, including medical conditions or medications, as required by the above regulations? Y N

Do you have any questions about your duties under the regulations? Y N

Please list any Medical Conditions/Medications: _____

*******If Participant is Under 18 years old:**

Parent/Legal Guardian Signature

Relationship to Participant

Date