## **IMPORTANT: THIS IS A LEGAL DOCUMENT**

## Please read and understand this document before signing. If you have any questions pleas ask us or consult an attorney.

The Virginia Outdoor Center (VOC) and Friends of the Rappahannock (FOR) have done everything possible to assure that our guests have an enjoyable river experience. We wish to inform our guests that a river trip, camping trip, tree planting, or cleanup is not risk-free. The same elements that that contribute to the unique character and fun of a river, such as "shooting the rapids" 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 be informed of some of the possible risks.

## ACKNOWLEDGMENT OF RISK

I realize that changing waterflow or currents, submerged and semi-submerged objects, varying wind and weather conditions, the presence of other watercraft, the speed at which I travel, use of tools, the stability characteristics of a watercraft, and certain foreseen and unforeseen events or hazards can contribute to the unpredictability of the activity; that certain risks associated with this activity such as, but not limited to collision, upset, overturn, and sinking can result in getting wet, injured, exposed to the elements, drowned, and personal property damaged or lost; that for swimmers and non-swimmers, wearing a U.S. Coast Guard-approved Personal Flotation Device (PFD) is a basic safety precaution (I 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 the activity can result in personal injury, accident, 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), cuts, bruises, sprains, broken bones, hypothermia, slipping when getting in or out of watercraft, paralysis, dismemberment, or death.

I certify that the participants from my family listed below, including minor children, 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, for bodily injury, death and loss of personal and rental property and any expenses as a result of my negligence, the negligence of members of my family, or the negligence of VOC or FOR. I also understand that VOC and FOR reserve the right to refuse any person they judge to be incapable of meeting the requirements of participating in the experience. The participant(s) listed below are in good physical condition and able to undertake this activity.

## CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I agree to indemnify and hold harmless the Virginia Outdoor Center, Friends of the Rappahannock, and 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 VOC and FOR, 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 VOC or FOR or my family, myself, or my heirs, against VOC or FOR arising out of participation in this program. In short, I cannot sue VOC or FOR and if I do, I cannot collect any money.

I agree to the site of any lawsuit of the law governing any such lawsuit shall be Fredericksburg, Va. 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 either VOC or FOR are 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 VOC or FOR costs and attorneys fees if they successfully defend such action, lawsuit or litigation.

I authorize and release to VOC and FOR the use of my image in any photo or video recording.

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

If this is an on-water event, the rapids rating is 
Class I
Class I
Class II
Class II
Class II

□ there are no rapids

A copy of this can be used as an original.

Every participant eighteen (18) years of age or older must sign his/her name and that of any children for which he/she is responsible.

I have read, understand, and acknowledge the risks and liability this \_\_\_\_\_\_day of \_\_\_\_\_20\_.

Address	City State Zip Phone	E-mail Address
		Emergency Contact
Participant Signature	Printed Name	Name
If under 18, Parent Signature	Printed Name	Relationship
Additional Participant Signature	Printed Name	Phone Number
If under 18, Parent Signature	Printed Name	Check here if you would like to join our River Issues email list.
Additional Participant Signature	Printed Name	