



WAIVER AND RELEASE OF LIABILITY

(Please Print)

Date of Raft Trip: _____ Trip Time: _____ Activity: **Whitewater Rafting - Ocoee River**

Your Name: _____

Name of Parent or Guardian (if under 18): _____

Address: _____ Email: _____

City: _____ State: _____ Zip: _____

Waiver and Release Of Liability

In consideration of Sunburst Adventures, Inc. furnishing services and/or equipment to enable me to participate in whitewater rafting, 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 Sunburst Adventures, Inc. equipment and my participation in whitewater rafting 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 that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers, or agents of Sunburst Adventures, Inc.; 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 and such other risks hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and (d) by my participation in these activities and/or use of such 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 Sunburst Adventures, Inc., 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 Sunburst Adventures, Inc. and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Sunburst Adventures, Inc. equipment or my participation in whitewater rafting activities. I specifically 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 of other conduct by the owners, agents, officers or employees of Sunburst Adventures, Inc.

I further agree to indemnify and hold harmless the United States of America, the United States Forest Service, the Tennessee Valley Authority, the State of Tennessee, the Ocoee River Outfitters Association and their respective agents, servants and employees from any and all claims, demands, actions, and judgements arising at any time out of or in any way connected with my use of the Ocoee River or any government lands or rivers, and activities incidental thereto.

Insurance

I understand and acknowledge that no medical insurance benefits will be provided to me during this event and that I will be responsible for any medical bills that may result from my participating in this activity.

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

X _____
Participant's Signature Age (if under 18)

X _____
Parent or Guardian's Signature (if participant is under the age of 18)