

IMPORTANT: THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing. If you have any questions please consult an attorney.

FRONT ROYAL CANOE COMPANY would like to inform our guests that a river trip is not risk free. The same elements that contribute to the unique character and fun of a river trip, such as “shooting the rapids” or “living out-of-doors” can cause loss or damage to equipment, injury, 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 to be informed of some of the possible risks. We ask that you read this document, understand this document, sign it, and return it to our office.

ACKNOWLEDGMENT OF RISK

There are many rapids to be experienced on the trip. Passengers can be jolted, bounced, and otherwise shaken about during rides through some of these rapids. It is possible that passengers could be injured if they hit equipment, storage containers, other passengers or other objects. Equipment may break or malfunction causing loss of property or injury.

Watercraft may turn over in the rapids or in calm water causing: prolonged exposure to cold water leading to hypothermia, injury, or death. Injuries may be sustained while in the water such as from items floating in the river or in the river bed. Drowning is always a possibility whenever you are around water. Participants may be washed or thrown overboard in the rapids or in calm water, which may result in any of the above injuries or death. You may spend time upside down in your watercraft and you will get water in your nose. When you are upside down you may hit objects with your head and body that are under the water. Hitting underwater objects may cause injury or death.

Accidents may occur getting into or out of a watercraft. Watercraft may become slippery when wet. You might slip and fall when entering any watercraft, in which case you might damage or lose equipment you are carrying (such as cameras, glasses or other personal items). You might injure yourself by falling against some object in or around the watercraft, or on the shore. Watercraft get hot in the sun, you might burn yourself when you climb aboard or while using the watercraft. Watercraft may drift a distance from the shoreline when you are trying to get in or out causing you to fall in the river, or drop equipment into the river. You may be required to get out of the watercraft to move it to deeper water in which case you may injure your back, over-stress your heart, or otherwise injure yourself in doing so. You may need to tie your watercraft when you pull into shore. The watercraft may float downstream and the rope may pull through your hand causing “rope burns” or abrasions. You might trip over rocks, stumps or other debris on the shore while trying to hold the watercraft or tie it to a suitable object on shore.

As a watercraft operator you will be totally responsible for your own movement and safety while on the river. This requires a high level of physical exertion as well as emotional and mental stability. You will be primarily responsible for your own rescues. **FRONT ROYAL CANOE COMPANY** will only be available as a backup rescue due to the inherent nature of the sport.

Accidents may occur during off-river travel. Trails are often steep, rocky, and slippery. Hikes involve crossing streams, where footing may be awkward. Participants can slip or fall during a hike, resulting in injury. Foot protection in the form of shoes or sandals is required for all river trips. Foot injuries are the most common injury, and may still occur regardless of footwear being worn. Poisonous or dangerous plants, insects, or animals can be found with harmful effects to some guests. Exposure to the natural elements can be uncomfortable or harmful. Heat-sunburn, dehydration, heat stroke, heat cramps, wind, rain, lightning, using portable toilet facilities, eating meals out-of-doors, being in the open for the extended length of the trip can be uncomfortable or cause injury.

It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

This is not an exclusive or exhaustive list of the possible injuries, trauma or accidents that may occur while on a river trip. Most of these injuries are rare and you are not likely to encounter them, however they have occurred and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the activity.

I certify that my family, including minor children and myself are fully capable of participating in the river trip. I state that I have read and understand the above statement on some of the possible risks of this activity. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, or negligence of **FRONT ROYAL CANOE COMPANY**. I also understand that **FRONT ROYAL CANOE COMPANY** reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in the river trip. I am in good physical condition and able to undertake this activity.

PLEASE READ OTHER SIDE

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I agree to indemnify and hold harmless FRONT ROYAL CANOE COMPANY, their agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from participating in these activities. I further agree to release, acquit and covenant not to sue FRONT ROYAL CANOE COMPANY, their agents and employees for all actions, causes of actions, claims or damages, damages in law or remedies in equity of whatever kind, including negligence of FRONT ROYAL CANOE COMPANY or my family, myself or my heirs, against FRONT ROYAL CANOE COMPANY arising out of participation in this program. In short, I cannot sue FRONT ROYAL CANOE COMPANY and if I do I cannot collect any money.

As liquidated damages, I hereby agree that if FRONT ROYAL CANOE COMPANY is 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 FRONT ROYAL CANOE COMPANY costs and attorney's fees if they successfully defend such action, lawsuit or litigation.

I authorize and release to FRONT ROYAL CANOE COMPANY the use of my image in any photograph or video recording for any advertising purpose.

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

I hereby give permission for transportation to any medical facility or hospital and I authorize for any qualified person or medical personnel to render medical care for my family or myself.

I understand and agree that the cost of any search and rescue or evacuation undertaken on my behalf will be my responsibility. I agree in advance to pay any and all such costs should I be held responsible for such costs. I agree to indemnify and hold harmless FRONT ROYAL CANOE COMPANY for any costs they may be charged for any evacuation or search and rescue undertaken on my behalf.

I agree not to use any illegal drugs or excessive alcohol while undertaking any activity with FRONT ROYAL CANOE COMPANY.

I agree to return all equipment on the agreed upon date in the same condition as when received, and to pay for any equipment lost, damaged or stolen.

I further agree that I and all persons in my group will wear life jackets at all times while in the watercraft, in the water or around the shore.

**I understand that the whitewater rating for the trip I will be undertaking is a Class I & II. I, of my own free will, for myself, my heirs and my executors, have read, understand and acknowledge the risks and liabilities this _____ day of _____, _____.
 I do not have any medical condition that would prevent my participation in this activity.**

NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
SIGNATURE _____ DATE _____
AGE REQUIRED IF UNDER 18 - STATE AGE _____

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18) AT TIME OF REGISTRATION:
This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, even if arising from the negligence of the Releasees, to the fullest extent permitted by law.

X _____
PARENT/GUARDIAN SIGNATURE DATE

IN CASE OF EMERGENCY CONTACT:

NAME _____ PHONE _____

*****OFFICE USE ONLY*****

Trip No. _____ No. & Type of Watercraft _____ Additional Equipment _____ Pick-up Time & Location _____

PLEASE READ OTHER SIDE