

## WARNING, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY AGREEMENT

### **READ CAREFULLY BEFORE SIGNING!**

#### **NATIVE WATERS, LLC. dba ASHEVILLE OUTDOOR CENTER ("AOC")**

In consideration of the opportunity to rent or otherwise use certain equipment and /or participate in Activities offered by AOC, Undersigned acknowledges, understands and agrees that by signing this Agreement Undersigned is assuming risks, waiving rights and releasing any claims against AOC that may evolve from Participant's involvement in AOC Activities or use of its rented equipment.

#### **(Part I} Services, Equipment, Activities and Risks**

The services of AOC include, but are not limited to, renting equipment and providing trips (including guided trips) by raft, tube, canoe, standup paddle board (SUP) or kayak, (referred to, collectively as watercraft) as well as activities taking place on or at 521 Amboy Rd. Asheville, NC 28806 ("Property"). Activities associated with these services may include, in addition to travel by water, swimming, wading, hiking, climbing on rocks, and slopes, camping, the act know as gem mining, bicycling, portaging (carrying the watercraft), and travel to and from the Activities. The hazards and risks of the Activities include, but are not limited to the following: Entering, exiting and operating the watercraft; water which may be fast, deep, cold, and subject to rapid change; objects and challenges which may be encountered in and out of the water, and which may not be obvious, including debris, trees, rocks, boulders, dams, bridges, and other hazards; the watercraft may overturn, swamp, and sink, and/or Participants may become separated from the craft; feet and other parts of the body may become entrapped in or under rocks and other objects; Participants may strike or be struck by objects, other watercraft, and other persons, in and outside of the watercraft. Risks of other activities include those associated with camping, hiking, and moving on and over terrain, including shoreline, the premises of AOC and others and elsewhere, which may be unstable, steep, and slippery and where rocks, trees, and other objects may not be sturdy; animals, including poisonous reptiles, and poisonous plants may cause harm, swimming in unfamiliar surroundings may cause entrapment, injury from slips and falls and drowning. The activities are subject to the unpredictable forces of nature, including exposure to sun, cold, wind, hail, lightning, flash floods, and other such phenomena: activities may take place in remote places, significantly delaying emergency medical care, evaluation and the ability to rescue participant and evacuate them.

AOC has made no effort to determine, and accepts no responsibility for, medical, physical or other qualifications or the suitability of the Participant or other Participants, for the Activities. Participant, and the parent or guardian of a Minor Participant, accepts full responsibility for determining Participant's medical, physical or other qualifications or suitability for participating in the Activities. AOC is not responsible for the water conditions, routes, camp sites, or other activities of renters of its equipment. Certain activities may be conducted by independent contractors hired by AOC. These contractors are not trained or supervised by AOC and AOC has no control over them and accepts no responsibility for their conduct.

**Alcohol will, and other substances may, impair judgment and reduce a Participant's ability to effectively manage the risks of water travel, and other activities and are prohibited on any AOC trips, camping, and Activities.** Participants should inspect unfamiliar rapids and other hazards before attempting to pass through or over them. Participants will always wear a fastened life jacket PFD (personal floatation device) while on or near any waterways, will always wear footwear which will provide protection from sharp objects, and which will minimize the risk of foot entrapment. Failure to adhere to these and other safety precautions may result in serious injury or death.

**(Part II) Acknowledgement and Assumption of Risks, Waiver of Liability and Indemnity Agreement, plus other terms**

UNDERSIGNED UNDERSTANDS AND AGREES THAT THE ACTIVITIES TO BE ENGAGED IN ARE OUTDOORS AND INVOLVE CERTAIN DANGERS AND RISKS THAT CAN LEAD TO SERIOUS INJURY AND EVEN DEATH.

UNDERSIGNED AGREES THAT AOC IS NOT RESPONSIBLE FOR ANY DAMAGED, LOST OR STOLEN PERSONAL PROPERTY.

By signing this Agreement, Undersigned on his/her own behalf or, if applicable, on behalf of Minor Participant, acknowledges the risks and dangers associated with the Activities and the use of the equipment and, as a condition to Participant engaging in the Activities and/or using the equipment, agrees to: **(1) ASSUME ANY AND ALL RISKS OF**

**INJURY OR DEATH** to Participant while or as a result of participating in the Activities; **(2) WAIVE, RELEASE, and NOT SUE, NOR MAKE ANY CLAIMS OR FILE ANY ACTIONS against AOC**, as well as any owner, operator, representative, employee, insurance carrier, subsidiaries, affiliates, shareholders, members, officers, directors, representatives, assignees, employees, volunteers and agents of the AOC, and the owner of the property upon which AOC is located and operating (hereinafter the "Releasees") based on or that result from, in whole or in part, participation in the Activities; **(3) INDEMNIFY, DEFEND AND HOLD** Releasees harmless from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to participation in the Activities and any loss, damage or injury, including death, that may be sustained by Participant or caused to others or their property by Participant.

**Undersigned also agrees that if equipment provided by Native Waters, LLC is damaged or lost during use of the equipment that undersigned will pay for these losses or damages according to current costs of replacement or repair. Bent paddles, folded (wrapped) or damaged canoes or kayaks will be charged for replacement.**

Undersigned gives AOC permission to take and use photographs, video recordings, or other images of Participant taken during Activities and use and sublicense such material for any purpose in promoting in print, brochures, online, social media, advertisements, films or videos and/or presentations of any sort.

ALL claims arising from or related to any Activities at the AOC shall be GOVERNED BY NORTH CAROLINA LAW and EXCLUSIVE JURISDICTION/VENUE shall be in Buncombe County, North Carolina. This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable.

If applicable, THE UNDERSIGNED PARENT OR LEGAL GUARDIAN represents and acknowledges that he/she is entitled to and is signing this agreement on behalf of Minor and that Minor Participant and Undersigned will be bound by all the terms of this agreement. Undersigned gives consent to AOC to obtain emergency medical attention and treatment on behalf Minor Participant in case of sickness, accident or injury and to secure such medical attention and treatment at Undersigned's sole expense.

**UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ITS CONTENTS AND SIGNS WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.** This Agreement shall be binding upon Undersigned's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

Executed on: \_\_\_\_\_  
Today's Date

\_\_\_\_\_  
PRINT Name of Participant

\_\_\_\_\_  
Signature of Participant if 18 or Older

\_\_\_\_\_  
Date of Birth  
(Participant)

\_\_\_\_\_  
Emergency Contact

\_\_\_\_\_  
Emergency Contact Phone Number

\_\_\_\_\_  
PRINT Name of Parent/Legal Guardian (if applicable)

\_\_\_\_\_  
Signature of Parent/Legal Guardian