

White Water Learning Center of Georgia, Inc. Participant Agreement

IMPORTANT. READ CAREFULLY. This document affects your legal rights. It must be signed by you, the "Participant", whether you are an adult or minor, if you are renting or otherwise using equipment or participating in paddlesports and related activities offered by White Water Learning Center of Georgia, Inc. ("WWLC"), a Georgia corporation, referred to hereinafter as "Provider". It must also be signed by your parent or guardian if you are a minor Participant under 18 years of age. The parent or guardian agrees to these terms individually and on behalf of the minor. Only a parent or legally appointed guardian may sign for a minor Participant. References in this agreement to "I" include all who sign below unless otherwise clearly indicated.

Acknowledgement & Assumption of Risk and Responsibility, Release of Liability and Indemnification

In consideration of the opportunity to rent or otherwise use canoeing and kayaking equipment and/or participate in paddlesports and related activities offered by Provider, Participant (adult or minor), and the parent or guardian of a minor Participant, understand, acknowledge and agree as follows:

Activities, Hazards, Risks and Responsibilities

The services of Provider may include renting canoeing and kayaking equipment, providing canoeing and kayaking instruction, and providing guided and unguided whitewater canoeing and kayaking trips. Activities associated with these services may include swimming, wading, hiking, climbing on rocks and slopes, camping, carrying equipment and traveling to and from the activity sites.

Canoeing, kayaking and associated activities may be dangerous and may include hazards and risks that are inherent and cannot be reasonably avoided without changing the nature of the activity. Hazards and risks include but are not limited to: deep and cold water and water that may have waves, rapids, currents, hydraulics and obstructions such as rocks, trees and debris; steep, slippery and unstable terrain; weather that may expose participants to sun, cold, wind, rain, hail, lightning and flash floods; waterborne pathogens; animals (including venomous snakes); poisonous plants; public and private construction, including dams and bridges and other facilities and premises. Watercraft may overturn and swamp and may become lodged against or under obstructions; 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. Equipment may fail due to misuse, damage, or manufacturing defects. Certain activities may be instructional and designed to extend the skills of participants. Activities may take place in remote places, significantly delaying emergency medical care and evacuation. Collisions and accidents may occur while traveling by vehicle to and from the activities. Other risks include errors in judgment of Provider's owners, staff and agents and other participants, including the improper assessment of capabilities and conditions pertaining to the activities, and the actions and inactions of such persons, who may be negligent. This list is incomplete. There may be other known and unknown risks.

While engaged in paddlesports-related activities, Participant may suffer property losses and serious bodily injuries and illnesses due to trauma (including wounds, bleeding, sprains, dislocations, fractures and concussions), the environment (including drowning, hypothermia, heat problems, lightning, bites and stings) and medical ailments (including allergic reactions, infections, and heart attacks) among other causes. These may lead to permanent disability and death and severe economic and social losses.

Provider makes no effort to determine, and accepts no responsibility for, medical, physical or other qualifications or the suitability of 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. The purpose of any medical information provided by Participant is to help rescuers and medical personnel assist Participant in the event of first aid or medical emergencies.

Participant may assist others to the best of his/her ability if they appear to need assistance, but only if Participant can do so, in his/her judgment, without endangering himself/herself. Others, including the Provider's owners and employees, may assist Participant if needed but only if they can do so, in their judgment, without endangering themselves.

Certain activities may be conducted by independent contractors hired by Provider. These contractors are not trained or supervised by Provider and Provider has no control over them and accepts no responsibility for their conduct.

Provider is not responsible for evaluating the qualifications of a renter of its equipment or members of a renter's party, the conditions on the waterways that a renter plans to use or the particular activities a renter plans to engage in. Participant agrees to follow safety procedures as instructed by Provider's staff, obey all government laws and regulations and follow guidelines published in the American Whitewater Safety Code; wear appropriate protective footwear and clothing; wear a securely-fastened USCG-approved personal floatation device (life jacket) and, if whitewater kayaking, a helmet. Participant will not engage in paddlesports activities if he is under the influence of alcohol or drugs or is otherwise physically or mentally impaired.

Acknowledgment and Assumption of Risks and Responsibility

I, the Participant (adult or minor) and the parent or guardian of a minor Participant, understand the nature of the services of Provider and other activities that may occur, and their risks. I acknowledge and expressly assume all risks of the activities, whether or not described above, known or unknown, and inherent or otherwise. I take full responsibility for any injury or loss, including death, which I, or a minor child for whom I sign, may suffer, arising in whole or part out of such activities.

Agreements of Release and Indemnification

If I am an adult participant, or the parent or guardian of a minor participant, I agree, for myself and on behalf of the minor participant for whom I am signing, as follows:

I release Provider, it's owners, employees, contractors, agents, and volunteers ("Released Parties") from any and all claims of injury or loss which I, or the minor child for whom I sign, may suffer, arising out of or in any way related to my, or the child's, enrollment in or participation in the activities of Provider or the use of its equipment. **Neither I, the minor child, nor anyone acting on our behalf, will bring suit or otherwise assert any such claims against a Released Party.**

I will indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorneys' fees) **each Released Party from any claim of liability**, including one brought by or for a minor child for whom I sign, a co-participant in any of the activities of Provider, a rescuer, a member of my, or the minor child's, family, or anyone else, asserting a loss arising out of or in any way related to my, or the child's, enrollment in or participation in the activities of Provider or the use of its equipment.

The agreements of release and indemnification above include claims arising in whole or in part from negligent acts or omissions (except willful or wanton negligence or misconduct) of Released Parties or any of them, and all other claims, including for personal injury, wrongful death, property damage, loss of income, loss of consortium, product liability, breach of contract or warranty, or otherwise. The agreements are intended to be enforced to the fullest extent allowed by law, and to be binding on me as Participant and on me as parent or guardian of a minor Participant, individually and on behalf of the minor for whom I sign. Before my child signed this agreement, I read and understood it and explained its provisions to him/her.

Additional Provisions

I authorize Provider to provide or obtain for me, or the minor child for whom I sign, such first aid and medical care as it considers necessary and appropriate, and I agree to pay directly for or reimburse WWLC for all costs associated with such care and related transportation. If I carry primary medical, hospitalization, and accident insurance, I authorize the following information to be given to ambulance services, physicians and/or hospitals upon request.

Insurance Co. _____ Group # _____ ID # _____ Verification # () _____ -- _____

Provider may use photos or videos of me or my child for promotional and other commercial purposes.

Any dispute between Provider and me or the minor child for whom I sign will be governed by the substantive laws of the State of Georgia (not including laws which might apply the laws of another jurisdiction), and any mediation or suit shall take place only in that State, in the County of Fulton. I agree to pay all costs and attorney's fees incurred by Provider in defending a claim or suit brought by me or by or on behalf of the minor for whom I sign, if the claim or suit is withdrawn or to the extent a court or mediator determines that Provider is not responsible for the claimed injury or loss.

I have read and understood the above agreement, entered into voluntarily and after careful consideration, and knowingly give up substantial rights. I understand that its terms cannot be amended except in writing and that it is binding, to the fullest extent allowed by law, upon all persons signing below, our respective heirs, executors, administrators, wards, minor children (whether or not they are Participants) and other family members. If a Court or other appropriate authority finds any part of this agreement to be invalid, the remainder of the agreement shall nevertheless be in full force and effect.

_____ Signature of Participant (adult or minor)	_____ Signature of Parent or Guardian #1	_____ Signature of Parent or Guardian #2
_____ Name (Print)	_____ Name (Print)	_____ Name (Print)
_____ Street Address	_____ Street Address	_____ Street Address
_____ City, State, ZIP Code	_____ City, State, ZIP Code	_____ City, State, ZIP Code
_____ Date	_____ Date of Birth	_____ Date