

PARTICIPATION AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

In consideration of services of Get:Outdoors, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting on their behalf (herinafter collectively referred to as "Get:Outdoors/Pro Canoe & Kayak) I herby agree to release and discharge Get Outdoors on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, and estate as follows:

The risks include, among other things: Whitewater rapids; your boat could turn over and/or you could have to swim rapids risking collision with rocks and entanglement in trees; head injuries, you can slip or fall during a hike, resulting in damage to equipment or personal injury; exposure to natural elements can be uncomfortable and/or harmful; you should be aware that this exposure could cause sunburn, dehydration, head exhaustion, heat stroke, and heat cramps; also prolonged exposure to cold water can result in hypothermia; exposure to potentially dangerous wildlife, insects, and plants; and accidental drowning is also a possibility.

Furthermore, Get:Outdoors guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant’s fitness or abilities. They might misjudge the weather, they elements, or the terrain. They may give inadequate warnings or instructions and the equipment being used may malfunction.

1. I acknowledge that participating entails known and unanticipated risks which could result in physical/emotional injury, paralysis, death, or damage to myself, to property, or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Get: Outdoors from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity of my use of Get:Outdoors equipment or facilities, **including any such Claims which allege negligent acts or omissions of Get:Outdoors.**
4. Should Get:Outdoors, or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold they harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage that I may cause of suffer while participating or else I agree to bear all costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere wit my safety in this activity, or else I am willing to assume-and bear the costs of-all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against Get:Outdoors I agree to do so solely in the state of North Carolina and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against, R.R.A. and/or Get:Outdoors on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____ Print Name: _____
Address: _____
Phone: _____ Date: _____

**Parent’s or Guardian’s Additional Indemnification
(must be completed for participants under the age of 18)**

In consideration of _____(print minor’s name) (“minor”) being permitted by Get:Outdoors to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Get:Outdoors from any and all Claims which are brought by, on or behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Date: _____