

**PARTICIPANT RELEASE OF LIABILITY, ASSUMPTION OF RISK & RENTAL AGREEMENT**

**\*\*\*READ BEFORE SIGNING\*\*\***

Organization Name: Adventureworks Inc. & River Queen Productions d/b/a River Queen Voyages (the "Hosts") Nashville, TN

In consideration of being allowed to participate in any way in the program, related events and activities, and use of equipment, I the undersigned, acknowledge, appreciate, and agree that:

1. I am an adult participant. I understand that participation in aquatic activities involves inherent and other risks. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death. My participation is voluntary. I acknowledge I have had the opportunity to inquire about the Hosts' activities in which I plan to participate and have asked any questions I deemed appropriate regarding those activities and the risks involved. My participation in such activities and/or use of kayaks and other activities' equipment may result in my injury or illness, including but not limited to bodily injury, disease, strains, fractures partial and/or total paralysis, heat stroke, heart attack, death or other ailments that could cause serious disability. These risks and dangers may be caused by the negligence of the owners, employees, officers or agents River Queen Voyages & Adventureworks Inc.; the negligence of other persons or companies using the waterways in the same vicinity that I am in and negligence of others, accidents; breach of contract and forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes and by my participation in these activities and/or use of the equipment, I hereby assume all risks and dangers and all responsibility from losses and/or damages whether caused in whole or in part by my negligence or other conduct of the owner, agent officers, employees of River Queen Voyages & Adventureworks Inc. or by any other person(s). Under Tennessee Law, an adventure tourism professional is not liable for an injury to or the death of a participant in adventure tourism activities resulting from the inherent risks of such activities, pursuant to Tennessee Code Annotated 11-11-201 et seq. The State of Tennessee is held harmless for any act of approval of an adventure tourism business. State approval is limited to determining eligibility for tax credits only.

2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, even if arising from the negligence of the owners and lessors of premises used to conduct the event (RELEASEES) or others, and assume full responsibility for my participation. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately. I understand there are no refunds and scheduled trips are rain or shine.

3. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS** the Hosts, its officers, officials, agents, contractors, and/or employees, other participants, sponsors, advertisers, and, if applicable, RELEASEES, from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or personal property (including phones/electronics), **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law. This includes any and all River Queen Voyages & Adventureworks Inc. activities, with specific reference to van shuttle transport, loading, unloading, and all on-water activities.

**Health Statement**

I certify that I am in good health and that I will not participate if my health may interfere.

**Restricted Items Statement**

I understand that alcohol, drugs, and firearms are prohibited in Metro parks and on the river at all times. Pets are not allowed, with the exception of support animals, which must wear a 6 foot or shorter leash and pet PFD (must be provided by participant).

**Media Statement**

I hereby grant and convey to the Hosts all right, title and interest in and to record my name, image, voice, or statements including any and all photographic images and video or audio recordings made by the Hosts.

**Equipment Statement**

I hereby confirm I have inspected the equipment and found it to be in good working condition. I agree to return in same general condition or to replace the full value of damaged, stolen or lost equipment due to my negligence: Kayaks \$350, Paddles \$40, Life Jackets \$25. I agree to reimburse Hosts for any damages caused by me to company vehicles. Any money due for damaged or lost equipment will be automatically debited from the participant's credit card.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Participant Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ONLY FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (AGE 12-17 AT TIME OF REGISTRATION)**

I have discussed the activities and risks with the minor who understands them and chooses to participate, nevertheless. 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 \_\_\_\_\_ Age \_\_\_\_\_  
Minor Participant Name

X \_\_\_\_\_  
Parent/Guardian Participant Name

X \_\_\_\_\_ Date \_\_\_\_\_ Emergency Phone Number(s) \_\_\_\_\_  
Parent/Guardian Participant Signature