

PARTICIPANT RELEASE OF LIABILITY, ASSUMPTION OF RISK & RENTAL AGREEMENT
*****READ BEFORE SIGNING*****

Organization Name: River Queen Productions d/b/a River Queen Voyages (the "Host") 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. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death. My participation in such activities and/or use of kayaks 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; the negligence of other persons or companies using the Cumberland River 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 rental 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 or by any other person(s).

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 Host, its officers, officials, agents 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 property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law. This includes any and all activities, with specific reference to van shuttle transport and on-water activities.

Health Statement

I will notify the Host ownership or employees if I suffer from any medical or health condition that may cause injury to myself, others, or may require emergency care during my participation. 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. A valid TN fishing license is required for fishing. Pets are allowed with 6 foot or shorter leash and pet PFD (must be provided by participant).

Media Statement

I hereby grant and convey to the Host 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 Host.

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 Host 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): _____ Email (optional): _____

X _____
Participant's Signature

Date

