

REGISTRATION PACKET



JUNE 6TH-11TH, COPPERHILL TN.

(Keep this page for reference)

Dear Parents, Students and Leaders,

FLOW is a week-long summer camp for teens ages 13-18. You will find in this packet a set of waivers and release forms that must be signed in order to participate in The FLOW, which will be held in Copperhill TN, at Whitewater Express Youth Camp. Also included is a list of what to bring/not to bring, our rules and dress code.

Please read this carefully.

Everyone must be at the church on Monday, June 6th by 7:30am. The vans will leave by 8am. We will arrive back at the church on Saturday, June 11th around 7pm. Bring some spending money for lunch (fast food) on the way to Whitewater Express, and lunch on the way back.

The cost of FLOW is \$299 which is due along with the completed waivers by May 15th. Included in the cost is transportation, lodging, all meals while at camp, all camp activities, 2 whitewater rafting trips and the FLOW 2022 t-shirt and workbook. Space is limited and will be reserved on a first-come, first-serve basis. The Hire-a-Teen program is available to help students raise their FLOW money. Contact Laura Caldwell at CBC for info.

Our theme this year is **MIND WARFARE** from 2 Corinthians 10:3-6. We will be spending each day looking at how we can win the war that goes on in our minds and *“take every thought captive to the obedience of Christ.”* My prayer over the course of the week is that our students will come to realize that through the power of God they can win the battle for their thoughts.

I hope you will join us as we explore the beautiful Tennessee mountains, go whitewater rafting on the raging Ocoee river and see how God will speak to your heart. If you have any questions, contact Drew Kuehl at (843)525-0089.

For further info about Whitewater Express Camp go to: whitewaterexpress.com. In case of an emergency, contact the Whitewater Express Camp Office toll free at (800)676-7238 or Drew Kuehl at (630)865-5329.

Please return this registration with **all waivers/consent forms completed** by May 15th to Drew Kuehl or Laura Caldwell in the CBC office.

Please write CBC on any waiver asking for a group name and Drew Kuehl as the Group Leader.

ITEMS TO BRING:

- Bible, notebook & pen
- Pillow and sleeping bag or bed sheets
- Towel and washcloth
- Soap and shampoo
- Several changes of clothing (no laundry services available)
- Swimming suit (guys – boxer style shorts and shirt; girls – gym shorts and shirt)
- Closed toed shoes for horseback riding, mountain biking and ropes course
- Water shoes or old athletic shoes for whitewater rafting (flip flops and open toed shoes are not allowed for rafting on the Ocoee river)
- Jacket, fleece or hoodie (temperatures can drop at night)
- Suntan lotion and bug spray
- Some spending money for snacks and lunches while travelling
- A flashlight (it gets really dark at night)
- A refillable water bottle to keep hydrated during the day
- Alarm clock
- A camera if you like to take pictures

ITEMS TO LEAVE AT HOME:

- **No cell phones are allowed at all.** All cell phones must be left at home. If parents and students need to reach one another, the camp phone and the leaders' cell phones will be available. Thank you!
- No other electronic devices with the exception of cameras are allowed. Music players and gaming devices should be left at home. We do not want these distractions at camp. This is a great opportunity for God's Spirit to have the undivided attention of our young people.
- No contraband whatsoever is to be brought on the trip. This includes knives, firearms, fireworks, lighters, cigarettes, e-cigarettes or anything dangerous, illegal or inappropriate.
- Please be aware that rebellious and/or dangerous behavior will **not** be tolerated and will result in the parents being asked to come pick up their student.

ACTIVITIES:

- Whitewater rafting on the Ocoee and Nantahala Rivers
- Beach Volleyball
- Mountain biking
- Horseback Riding
- Paintball
- High and low ropes courses
- Giant swing and zip line
- Hiking to beautiful overlook
- Swimming
- “The Blob”
- 4 Square, Gaga ball and Ping Pong
- ... and much more!

DRESS CODE:

Ladies:

- Please be modest at all times. No see-through, low-cut, short or tight clothing.
- For all water activities, please wear a one-piece swimsuit along with a t-shirt or tank top and gym shorts.

Guys:

- Please be modest at all times. No cut off t-shirts or tight clothing.
- For all water activities, please wear a boxer-style swimsuit and a t-shirt or tank top.

All:

No clothing advertising questionable products or people or containing any crude words or slogans.

COMMUNITY BIBLE CHURCH – BEAUFORT, SC
Consent and Medical Release Form (ONLY Original Forms accepted)

To Whom It May Concern:

The undersigned does hereby give permission for our (my) child **OR** self, Parent(s)/Guardian(s),
(Participant Name) _____ to attend and participate in the Community Bible Church

2022 Flow Summer Camp to Whitewater Express Camp, 196 Eagle Ranch Rd, Copperhill TN 37317

on or between June 6, 2022 – June 11, 2022.

The undersigned authorizes or an adult, in whose care self/minor has been entrusted, to consent to any X-ray, examination, anesthetic, medical, surgical or dental diagnosis or treatment, and hospital care, or any other action or procedure necessary to participant or self under the general or special supervision and on the advice of any physician or dentist licensed under the provisions of the Medical Practice Act on the medical staff of a licensed hospital and or emergency care service or facility, whether such diagnosis or treatment is rendered at the office of said physician or at said service or hospital. I the undersigned authorize the treatment by this authority, and it is granted only after reasonable effort has been made to reach the parent(s) and/or guardian(s).

The undersigned shall be liable and agree to take full financial responsibility for any and all medical services rendered for the named participant and pay all costs and expenses incurred in connection with such medical and dental services rendered to the participant or self-pursuant to this authorization. Should it be necessary for named participant to return home due to medical reasons, willful or wanton Conduct or any other reason, the undersigned shall assume all transportation costs. This consent and release will be in effect for EVENT LISTED ABOVE.

My signature also serves to indicate my consent for my health insurance company _____

Policy# _____ Group# _____ to be billed for any and all medical fees and services should they be needed. We (I) hereby release Community Bible Church, Beaufort, SC, all chaperons or agents thereof of any and all liability.

The undersigned does hereby release and agree to hold harmless Community Bible Church, their Directors, Elders, Employees, Agents, the property owner or representative from any and all liabilities or claims for personal injury, illness or death, as well as property damage and expense of any nature whatsoever, which may be incurred by the said participant or self that occur within the effective dates stated above in the above named activities.

Initial (Parent or Participant Over Age 18)

☐ **I HAVE CAREFULLY READ AND UNDERSTAND THIS RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHTS TO SUE COMMUNITY BIBLE CHURCH, ELDERS, EMPLOYEES, OR AGENTS.**

SIGNATURE OF PARTICIPANT _____ Date of Birth _____
(18 Years or Older)

Parent or Guardian's Signature _____ Printed Name of Guardian _____ Date _____
(MUST Sign if Participant is Under 18 Years Old)

Pastor/Director/Teacher/Leader Responsible / SIGNATURE _____ Date _____

Family Doctor _____ Phone (____) _____

List any specific medical or food allergies, chronic illnesses or other conditions: _____

Emergency Contact _____ Phone _____

Will attendee be under any medication at the event or events listed above? NONE YES, (If YES, you must explain above or on back of sheet, with instructions in regards to taking such mediation).

RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

The undersigned does hereby give permission (as Parent/Guardian) for participant child or as individual adult (participant's name) _____ to be a "Participant" in all activities related to the Community Bible Church 2022 Flow Summer Camp to Whitewater Express Camp, 196 Eagle Ranch Rd, Copperhill TN 37317 on or between June 6, 2021 – June 11, 2022.

1. **The undersigned acknowledges** that the above-referenced activities will expose the Participant to risks and hazards of traveling and living in an area, including personal injury, thefts, construction accidents, vehicular accidents, disease, animal attacks, insect bites and stings, and others. While none of these events is expected, the risks for the same always exist. The undersigned further acknowledges that he/she is aware of and has investigated to the extent necessary all dangers and risks inherent in the activities listed above including, but not limited to, the risk of destruction, loss, or damage to the Participant's personal property items and even risk of serious bodily injury, including permanent disability and death, and severe social and economic losses which might result not only from our own actions, inaction or negligence, but the actions, inactions or negligence of others, or the conditions of the premises, or any of the equipment used. It is further acknowledged that any CBC activity may involve transportation in a personal vehicle, a van, or a bus. Further, the undersigned acknowledges that there may be other risks not known to him/her or not reasonably foreseeable at this time.
2. **The undersigned acknowledges** that the Participant is healthy and physically able to participate safely in these activities.
3. **In consideration for the privilege** of allowing the minor child or Parent/Guardian to participate in the above-referenced activities, I, or as Parent/Guardian on behalf of the minor child, agree to release, indemnify, and hold harmless Community Bible Church (CBC), its Officers, Directors, Elders, Employees, Agents, Volunteers, the Property Owners and/or Representatives from any liability arising from participation in said activities, whether directly or indirectly sponsored by CBC, and from and against any claims, demands, actions, liens, rights, subrogated or contribution interests, debts, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon the Participant's participation in the activities, including any loss or damage to property or the personal injury or death of any person which may occur as a result of the Participant's participation, even where that loss, damage, personal injury, or death is caused or contributed to in any manner, by the Church. This agreement shall not be construed so as to avoid liability for the intentional acts, gross negligence, or willful or wanton misconduct of CBC its Officers, Directors, Elders, Employees, Agents, Volunteers, the Property Owners and/or Representatives.
4. **The terms of this release form** shall be construed as the entire agreement and may not be altered, amended, or modified except in writing and signed by both parties.
5. **This Release, Indemnification, and Hold Harmless Agreement** shall be interpreted according to South Carolina law. It is to be construed as broadly and inclusively as is permitted by relevant state law. If any portion of this document is held invalid, the balance shall continue in full force and effect.

PLEASE READ CAREFULLY! I, THE UNDERSIGNED, HAVE READ THE ABOVE RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS, TO INCLUDE THE RELEASE OF LIABILITY AND THE RIGHTS TO SUE CBC, ITS OFFICERS, DIRECTORS, ELDERS, EMPLOYEES, AGENTS, VOLUNTEERS, PROPERTY OWNERS AND REPRESENTATIVES, AND MADE CERTAIN IMPORTANT GUARANTEES BY SIGNING IT AND HEREBY SIGN IT VOLUNTARILY.

Signature of Participant: _____ Date of Birth: _____

(If over 18 years old)

Date Signed _____

Parent/Guardian: _____ Parent/Guardian: _____

(MUST sign if Participant is under 18 years old)

(Print Name)

Pastor/Director/Teacher/Leader Responsible: _____

Signature

Date Signed

Community Bible Church – Beaufort, SC

Warning of Inherent Risk

Assumption of Risk / Waiver of Liability / Indemnification Agreement

Release of Liability for minor Participants: Read before signing

Participation in athletics includes the **risk of injury** which may range in severity from minor to disabling to even death. Although serious injuries are not common in supervised programs, it is impossible to eliminate the risk. Participants can and do have a responsibility to help reduce the chance of injury. Participants must obey all safety rules, report all physical problems, follow guidelines for safe play and inspect his/her own equipment and report any problems.

Waiver/Release for Communicable Diseases including COVID-19

In consideration of being allowed to participate in CBC's Summer Camp program and related events and activities, the undersigned acknowledges, appreciates, and agrees that: Participation includes **possible exposure to an illness from infectious diseases** including but not limited to MRSA, influenza, and COVID-19. While rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and, I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for my participation.

IN CONSIDERATION OF (**name of student participant printed**) _____, my child/ward, being allowed to participate in any way in the related events and activities of the **CBC FLOW** program, the undersigned acknowledges, appreciates, and agrees that:

1. The **risk of injury** to my child/ward from the activities involved in **CBC FLOW** program exist, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. Participation includes **possible exposure to an illness from infectious diseases** including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.
3. I for myself, spouse, and child/ward, knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for my child/ward's participation and we also assume all risks as a spectator at athletic events where we may also be exposed to an illness from infectious diseases; and,
4. I willingly agree to comply with the program's stated and customary terms and conditions for participation. If I observe any unusual significant concern in my child/ward's readiness for participation and/or in the program itself, I will remove my child/ward from the participation and bring such to the attention of the nearest official immediately; and,
5. I for myself, my spouse, my child/ward, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Community Bible Church of Beaufort and its directors, officers, officials, agents, employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the Event, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property incident to my child/ward's involvement or participation in these programs.
6. I grant permission to athletics trainers, first responders, nurses, and coaches as well as physicians or those under their direction who are a part of athletic prevention and treatment, to have access to necessary medical information.
7. I understand that the physical evaluation for participation is simply a screening evaluation and not a substitute for regular health care.

I have read this Release of Liability and Assumption of Risk Agreement, and fully understand its terms,

(**PARENT/GUARDIAN SIGNATURE**) (If Participant is Under 18)

Date

Student Participant Understanding of Risk

I understand the seriousness of the risks involved in participating in an athletic program, my personal responsibilities for adhering to rules and regulation, and accept them as a participant.

(**Participant's Signature**) (If Over 18 Years of Age)

Date

Community Bible Church – Beaufort, SC

Warning of Inherent Risk

Community Bible Church of Beaufort strives to protect each student from possible injury while engaging in activities. Participants and their parents should recognize that conditioning, nutrition, proper techniques, safety procedures, and well-fitting equipment are important aspects of our program's overall student-safety program. Each participant is expected to follow the directions/standards of the coach and must understand that failure to follow such directions or adhere to standards may place the participant at risk.

We accept and understand that participation in athletics involves certain inherent risks, dangers and hazards that may cause serious personal injury, including death, severe paralysis or brain injury necessitating long term care and significantly impairing enjoyment of life or life activities. We accept and understand that the above-described injuries and other injuries, including but not limited to: concussions; serious neck and spinal injuries potentially resulting in complete or partial paralysis; brain damage; blindness; serious injury to all internal organs; serious injury to all bones, joints, ligaments, muscles and tendons; contusions; dislocations; sprains; strains; and fractures, may occur as a result of participating in this sport.

We accept and understand that participation in **CBC FLOW** program and by attending public events as spectators includes **possible exposure to an illness from infectious diseases** including but not limited to MRSA, influenza, and COVID-19.

Participation in athletics includes the risk of injury which may range in severity from minor to disabling to even death. Although serious injuries are not common in supervised programs, it is impossible to eliminate the risk. Participants can and do have a responsibility to help reduce the chance of injury. Participants must obey all safety rules, report all physical problems, follow guidelines for safe play and inspect his/her own equipment and report any problems.

We understand that the inherent risks of participation in athletics cannot be eliminated. We have reviewed all of these risks and we understand and appreciate them and still desire to participate in the activity.

(Participant Initial) _____ (Parent Initial) _____ (if participant is under 18)

We understand that Participation includes **possible exposure to an illness from infectious diseases** including but not limited to MRSA, influenza, and COVID-19.

(Participant Initial) _____ (Parent Initial) _____ (if participant is under 18)

We understand that attending public events (including sporting events) includes **possible exposure to an illness from infectious diseases** including but not limited to MRSA, influenza, and COVID-19.

(Participant Initial) _____ (Parent Initial) _____ (if participant is under 18)

We certify that (Participant Name) _____ has no medical or physical conditions which could interfere with or compromise his/her safety in participating in this activity.

(Participant Initial) _____ (Parent Initial) _____ (if participant is under 18)

I authorize qualified emergency medical professionals to examine, and in the event of an injury or serious illness, to administer emergency medical care to the above-named student.

(Participant Initial) _____ (Parent Initial) _____ (if participant is under 18)

In the event it becomes necessary for coaching staff to obtain emergency medical care for the above-named student, we understand that neither the staff member nor CBC assumes financial liability for the expenses incurred because of the accident, injury, illness and/or unforeseen circumstances.

(Participant Initial) _____ (Parent Initial) _____ (if participant is under 18)

I certify that my household has sufficient medical insurance to facilitate any necessary medical care or resultant care for any injury that may be sustained by the above-named student.

(Participant Initial) _____ (Parent Initial) _____ (if participant is under 18)

Having read and initialed the statements above, I acknowledge that I have read and fully understand the RISKS associated with participating in this voluntary athletic program. By signing below I certify that I have read the above, understand its content and wish to participate.

Participant Name (PRINTED) _____

Participant Signature _____

Date _____

Having read and initialed the statements above, I acknowledge that I have read and fully understand the RISKS associated with participating in this voluntary school athletic program. By signing below I certify that I have read the above, understand its content and give my permission for my student to participate.

Parent/Guardian (PRINTED)
(If Participant is Under 18) _____

Parent/Guardian Signature _____

Date _____



TN Whitewater, LLC • 703 Golf Course Rd, Copperhill, TN 373717
(423) 496-9126 • whitewaterexpress.com

For Office Use Only

Trip Date/Time

Trip Type

Order/Group

RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION & BINDING ARBITRATION AGREEMENT

PLEASE READ CAREFULLY. This is a legal document. If you have questions, we encourage you to consult with an attorney before signing.

In consideration of being allowed to use the facilities and participate in white water rafting, horseback riding, mountain bike rides, high ropes challenge course, low ropes challenge course, outdoor skills instruction, camping, backpacking, and other activities (collectively the "Activities"), I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have (a) inherent risks, dangers, hazards, and such exist in my use of TN Whitewater, LLC dba Whitewater Express equipment and my participation in such activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, exposure to MRSa, influenza, or COVID-19, partial and/or total paralysis, death or other ailments, that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers, or agents of TN Whitewater, LLC, the Ocoee River Outfitters Association, the Tennessee Valley Authority, the State of Tennessee, and the United States (collectively "TNW"); the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature, or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, close proximity to others resulting in the transmission of pathogens, guide decision making, including that a guide may misjudge terrain, weather, trail or river route location, and water level, risks of falling out of or drowning while in a raft, canoe, or kayak and such other risks, hazards, and dangers that are integral to recreational activities that take place in a wilderness, outdoor, or recreational environment; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of TNW, or by any other person. I realize there are other risks and/or dangers that may exist and I will avoid these also, and I will not participate in unsafe practices and I will inform the staff of any dangers known to me that may cause injury to me or others. I further understand that I may be dismissed from participation without refund for refusing to follow any of the policies of TNW. In addition, I hereby grant permission to TNW and by any nominee or designee of TNW (including any agency, client, or periodical or other publication) to make and use for promotion or other purposes, photographic or video records without recourse or compensation to me. I certify to TNW that the participant is, or will be, at least 12 years of age prior to scheduling white water rafting on the Ocoee River.

I, on behalf of myself, my personal representatives, and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify TNW, and its owners, agents, officers, and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, or otherwise which may arise out of my use of TN Whitewater, LLC equipment or my participation in TN Whitewater, LLC activities. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers, or employees of TNW. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct.

The Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, hereby agrees to submit any dispute, claim, or controversy, relating to and/or arising from (a) this Release of Liability, Assumption of Risk, Indemnification & Binding Arbitration Agreement, (b) Participant's participation in the Activities, and/or (3) any other interaction between the Participant and TNW, including the determination of the, scope or applicability of this agreement to arbitrate, to binding arbitration. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. If the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the district in which the Activities occurred. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in the State and County where the Activities occurred and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. As a threshold matter, the Panel shall confirm whether the Waiver and Release contained in this Agreement are enforceable under applicable law. Judgment on the Award may be entered in any court having jurisdiction over the parties and controversy. Participant and the Covered Parties specifically intend this Binding Arbitration provision to survive if any other portion of this Agreement is held invalid. NOTICE TO PARTICIPANT: By signing this Agreement, you are giving up your right to commence litigation against the Covered Parties in a court of law, and you are giving up your right to a trial by jury.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Covered Parties and their counsel in any proceeding.

I HAVE READ THE ABOVE WAIVER AND RELEASE. BY SIGNING IT, I AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE TN WHITEWATER, LLC, THE OCOEE RIVER OUTFITTERS ASSOCIATION, THE TENNESSEE VALLEY AUTHORITY, THE STATE OF TENNESSEE, AND THE UNITED STATES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Participant's Name (Printed)

Age

Participant's Email Address

Participant's Signature

Date Signed

Participant's Mailing Address

Parent or Guardian's Signature (if Participant is under 18)

Date Signed

Emergency Contact Name / Phone Number

Relation to Participant

TN WHITEWATER, LLC d/b/a WHITEWATER EXPRESS

Waiver and Release of Liability

Name: _____ Age: _____ Gender: M / F (circle one)

Group Name: _____ Group Leader: _____

Date(s) of stay at Whitewater Express: _____

In consideration of TN Whitewater, LLC furnishing services and/or equipment to enable me to participate in sponsored activities, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have (a) inherent risks, dangers, hazards, and such exist in my use of TN Whitewater, LLC equipment and my participation in such activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers, or agents of TN Whitewater, LLC, the Ocoee River Outfitters Association, the Tennessee Valley Authority, the State of Tennessee, and the United States; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature, or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail or river route location, and water level, risks of falling out of or drowning while in a raft, canoe, or kayak and such other risks, hazards, and dangers that are integral to recreational activities that take place in a wilderness, outdoor, or recreational environment; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of TN Whitewater, LLC, the Ocoee River Outfitters Association, the Tennessee Valley Authority, the State of Tennessee, or the United States, or by any other person. In addition, I hereby grant permission to TN Whitewater, LLC to make and use for promotion or other purposes, photographic records without recourse or compensation to me.

I, on behalf of myself, my personal representatives, and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify TN Whitewater, LLC, the Ocoee River Outfitters Association, the Tennessee Valley Authority, the State of Tennessee, and the United States, and its owners, agents, officers, and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, or otherwise which may arise out of my use of TN Whitewater, LLC equipment or my participation in TN Whitewater, LLC activities. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers, or employees of TN Whitewater, LLC, the Ocoee River Outfitters Association, the Tennessee Valley Authority, the State of Tennessee, and the United States.

The venue of any dispute that may arise out of this agreement or other-wise between the parties to which TN Whitewater, LLC or its agents is a party shall be either the City of Benton, Tennessee Justice Court or State Supreme Court in Polk County Tennessee.

I HAVE READ THE ABOVE WAIVER AND RELEASE. BY SIGNING IT, I AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE TN WHITEWATER, LLC, THE OCOEE RIVER OUTFITTERS ASSOCIATION, THE TENNESSEE VALLEY AUTHORITY, THE STATE OF TENNESSEE, AND THE UNITED STATES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Signature: _____

Date: _____

Parent/Guardian Signature (if under 18): _____ Date: _____

____ **Horseback:** Helmets are available; use is required for all Scouts and all others under 18 years of age . Closed-toe shoes must be worn. For the health and safety of our horses, a weight limit of 260 pounds must be adhered to.

____ **Mountain Biking:** Helmets are provided and required. Closed-toe shoes must be worn.

____ **Paintball: ADDITIONAL RELEASE REQUIRED**

A protective mask is provided and required; long pants and sleeves are suggested. A top-quality gun, CO2, and 200 paintballs are provided for each participant. Additional paintballs can be purchased in advance or on the field; we cannot allow individuals to bring their own paintballs. You are welcome to bring your own gun; we will gladly calibrate it to our course requirements.

____ **River Rafting:** An approved PFD, helmet, and paddle are provided and required. Safety instructions will be given prior to each river trip. Shoes must be able to stay on your foot; no flip-flops. Ocoee rafters must be 12 years old or older!

____ **High Ropes / Swing, & Challenge Course:** Both High and Low elements are available. Closed-toe shoes are strongly encouraged.

TN WHITEWATER, LLC d/b/a WHITEWATER EXPRESS
Paintball Waiver and Release of Liability

In consideration of participating in Paintball, I represent that I understand the nature of this activity and that I am qualified, in good health, and in proper physical condition to participate in such activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activity.

I fully understand that this activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the 'releasees' named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the activity.

I hereby release, discharge, and covenant not to sue TN Whitewater, LLC, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the activity takes place, (each considered one of the 'releasees' herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the 'releasees' or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the 'releasees', I will indemnify, save, and hold harmless each of the 'releasees' from any loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Print Name of Participant _____ Date _____

Signature of Participant _____

Group/Church/Troop Name _____

Parental/Guardian Consent
For those 10 to 17 years old

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activity and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the 'releasees' from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the 'releasees' or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above 'releasees', I WILL INDEMNIFY AND SAVE AND HOLD HARMLESS each of the 'releasees' from any litigation expenses, attorney fees, loss liability, damage, or cost any 'releasee' may incur as the result of any such claim.

Print Name of Parent/Guardian _____ Date _____

Signature of Parent/Guardian _____

Nantahala River Whitewater Rafting Trip

WAIVER AND RELEASE OF LIABILITY

In consideration of TN Whitewater, LLC furnishing services and/or equipment to enable me to participate in sponsored activities, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have (a) inherent risks, dangers, hazards, and such exist in my use of TN Whitewater, LLC equipment and my participation in such activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers, or agents of TN Whitewater, LLC, the Ocoee River Outfitters Association, the Tennessee Valley Authority, the State of Tennessee, and the United States; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature, or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail or river route location, and water level, risks of falling out of or drowning while in a raft, canoe, or kayak and such other risks, hazards, and dangers that are integral to recreational activities that take place in a wilderness, outdoor, or recreational environment; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of TN Whitewater, LLC, the Ocoee River Outfitters Association, the Tennessee Valley Authority, the State of Tennessee, or the United States, or by any other person. In addition, I hereby grant permission to TN Whitewater, LLC to make and use for promotion or other purposes, photographic records without recourse or compensation to me.

I, on behalf of myself, my personal representatives, and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify TN Whitewater, LLC, the Ocoee River Outfitters Association, the Tennessee Valley Authority, the State of Tennessee, and the United States, and its owners, agents, officers, and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, or otherwise which may arise out of my use of TN Whitewater, LLC equipment or my participation in TN Whitewater, LLC activities. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers, or employees of TN Whitewater, LLC, the Ocoee River Outfitters Association, the Tennessee Valley Authority, the State of Tennessee, and the United States.

The venue of any dispute that may arise out of this agreement or other-wise between the parties to which TN Whitewater, LLC or its agents is a party shall be either the City of Benton, Tennessee Justice Court or State Supreme Court in Polk County Tennessee.

NANTAHALA RAFTERS MUST BT OVER 60 POUNDS.

I HAVE READ THE ABOVE WAIVER AND RELEASE, AND BY SIGNING IT AGREE, IT IS MY INTENTION TO EXEMPT AND RELIEVE TN WHITEWATER, LLC, THE TENNESSEE VALLEY AUTHORITY, THE STATE OF TENNESSEE, AND THE UNITED STATES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

SIGNATURE

AGE

DATE SIGNED

SIGNATURE OF PARENT OR GUARDIAN
(If less than 18 years old)

GROUP NAME

Please have each participant sign the waiver. If they are less than 18 years old, the waiver must be signed by the parent or guardian. These waivers should be brought with you when you arrive for your activities. Thanks for your help. We look forward to seeing you at the river!