

PLEASE READ CAREFULLY

**DUTIES OF A PARTICIPANT-THE WEST VIRGINIA
WHITEWATER RESPONSIBILITY ACT**

(WV CODE 20-3B-1 through 5)

- (a) Participants have a duty to act as would a reasonably prudent person when engaging in recreational activities offered by commercial whitewater outfitters and commercial whitewater guides in this state.
- (b) No participant may:
 - (1) Board upon or embark upon any commercial whitewater expedition when intoxicated or under the influence of nonintoxicating beer, intoxicating beverages or controlled substances; or
 - (2) Fail to advise the trip leader or the trip guide of any known health problems or medical disability and any prescribed medication that may be used in the treatment of such health problems during the course of the commercial whitewater expedition; or
 - (3) Engage in harmful conduct or willfully or negligently engage in any type of conduct which contributes to or causes injury to any person or personal property; or
 - (4) Perform any act which interferes with the safe running and operation of the expedition, including failure to use safety equipment provided by the commercial whitewater outfitter or failure to follow the instructions of the trip leader or trip guide in regard to the safety measures and conduct requested of the participants; or
 - (5) Fail to inform or notify the trip guide or trip leader of any incident of accident involving personal injury or illness experienced during the course of any commercial whitewater expedition. If such injury or illness occurs, the participant shall leave personal identification, including name and address, with the commercial whitewater outfitter's agent or employee.

Outfitters are required by State law to obtain the following information

(PLEASE PRINT LEGIBLY):

- 1) LAST NAME _____
- 2) FIRST NAME _____
- 3) ADDRESS _____

- 4) CITY _____
- 5) STATE _____ 6) ZIP CODE _____
- 7) DAY PHONE _____
- 8) NIGHT PHONE _____
- 9) BIRTH DATE _____
- 10) E-MAIL _____ (OPTIONAL)

Would you like to receive our annual mailing? Yes ___ No ___ If yes, what format?

___ VHS ___ CD ___ BROCHURE ___ DVD ___ ALL OF THE ABOVE

THANK YOU!!

PLEASE READ CAREFULLY

NEW RIVER ADVENTURES, INC.
RELEASE, ASSUMPTION OF RISK and
INDEMNITY AGREEMENT

(A SEPARATE FORM MUST BE COMPLETED FOR EACH ADULT OR MINOR)

I or **THE MINOR IDENTIFIED BELOW** who is less than 18 years of age of whom I am the parent or guardian, desire to participate in activities and use services provided by or through New River Adventures, Inc., d/b/a New and Gauley River Adventures, its owners, operators, directors, agents and employees (the "Outfitter"). I understand that these activities and services pose substantial risks of injury or death and of damage to or loss of personal property as the result of exposure; travel on or being in whitewater rivers and streams; and other known and foreseeable risks including, but not limited to, the risks of travel on roads or rough terrain by foot, conveyances, or other means while participating in activities or using services; the risks of negligence, gross negligence, or bad judgment by me or the minor, the Outfitter, or other participants; the risks arising from the failure or misuse of equipment; and the risks that injuries may occur in remote areas without adequate medical facilities. I represent that I or the minor are in good physical condition and health and am/is able to safely participate in such activities.

In consideration of and as part payment for participation by me or the minor in activities and the use of services, I **ASSUME**, for myself or the minor, to the greatest extent permitted by law, all of the risks to me or to the minor, whether or not specifically identified herein, of all the activities in which I or the minor participate and the services we use; I **RELEASE** the Outfitter and all other participants from any and all liability to me or to the minor, including, but not limited to, liability arising from anyone's negligence, gross negligence and/or willful and wanton conduct; and I **WILL INDEMNIFY AND HOLD HARMLESS** the Outfitter from any and all costs, liabilities and claims, of every kind and nature whatsoever, arising, directly or indirectly, from my or the minor's participation in activities or use of services, including any legal costs and expenses and the costs of any medical or other expenses incurred for my or the minor's benefit.

I consent for myself and for the minor to the use by the Outfitter of photographs and video recordings made of me or of the minor while participating in activities or using services without further compensation and agree that all such materials, including negatives, are the sole property of the Outfitter.

I agree for myself and the minor that the exclusive venue of any suit against the Outfitter for any reason shall be the Courts of Fayette County, West Virginia; consent for myself and the minor to the jurisdiction of such Courts as to any action against me or the minor to enforce this Agreement; agree that this Agreement is to be interpreted under the laws of the State of West Virginia; and agree that if any part of this Agreement is found to be invalid that all other portions shall be fully enforced.

I have completely read this document and I have received and read the Duties of a Participant-West Virginia Whitewater Responsibility Act before signing.

ADULT

Adult Signature _____ Date _____

Print Name _____

MINOR

Relationship of Adult Above _____

Signature of Minor _____ Date _____

Print Name of Minor _____