

GREAT TRENT RIVER RAFT RACE
RELEASE AND WAIVER

READ CAREFULLY BEFORE SIGNING

THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS

1. **Definitions.** Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are as set forth in this section. The defined terms appearing in this section are set forth in the exact capitalized form as they appear between the quotation marks. When the same term is used in this Agreement with the meaning as assigned herein, it shall appear in the identical capitalized form. Otherwise, the terms shall be considered in the context of the sentence in which it appears. Some terms or phrases may be emphasized by being shown in **boldfaced type**. In emphasizing a term or phrase, the defined meaning is not altered. Emphasis is used solely for the purpose of drawing particular attention to the individual word or phrase in the context that it is being used. The defined terms are:

1.1 **“Activity”** – means and refers to rafting, kayaking, paddle boarding, the loading and unloading rafts, kayaks, and paddle boards, swimming, wading, portaging, traveling to and from an Activity site, and any other activity related to participation in the Great Trent River Raft Race.

1.2 **“Agreement”** – means and refers to this document.

1.3 **“Participant”** – means and refers to the individual participating in the Activity.

1.4 **“Released Parties”** – means and refers to the New Bern Area Chamber of Commerce, Inc., the City of New Bern, North Carolina, Craven County, and their servants, agents, employees, volunteers, deputies, officers, heirs, executors, administrators, legal representatives, insurers, successors and assigns, and each of them respectively **and** all other persons, insurance carriers, firms, corporations, associations and estates.

1.5 **“Undersigned”** – means and refers only to the Participant when the Participant is 18 years of age or older **or** both the Participant and the Participant’s legal guardian if the Participant is less than 18 years of age or otherwise has a legal guardian.

2. **Risks of Activity.** The Undersigned agree and understand that taking part in the Activity can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH**. The risks and dangers associated with the Activity include, but are not limited to: water quality and environmental quality, contact with the water, negligence of course guides, changing water conditions, hidden underwater obstacles, slippery terrain, changing and unpredictable currents, drowning, exposure, swimming, overturning, improper use of equipment, carrying rafts, kayaks, paddle boards, and other equipment, loading and unloading rafts, kayaks, paddle

boards, and other equipment, impact with equipment, debris, other people or manmade obstacles, and equipment failure. THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIAPTING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.

3. Release, Indemnification, and Assumption of Risk. In consideration of the Participant being permitted to participate in the Activity, the Undersigned agree as follows:

3.1 Release. The Undersigned do for ourselves, and for our heirs, executors, administrators and assigns, hereby IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION against the Released Parties with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Activity or the Participant's participation in the Activity, including but not limited to tort, negligence, breach of warranty, and/or breach of contract.

3.2 Indemnification. The Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost expense, or damage of any kind or nature whatsoever, and from any suits, claims or demands, including legal fees and expenses, whether or not in litigation, arising out of, or related to, Participant's participation in the Activity.

3.3 Assumption of Risk. The Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating in the Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document, the Undersigned recognize that property loss, injury and death are all possible while participating in the Activity. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THAT THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

4. Life Jackets. Each Participant must wear a United States Coast Guard (USCG)-approved life jacket (personal floatation device) at all times in which the Participant is in the water while participating in the Activity.

5. Drugs/Alcohol Not Permitted. Each Participant is required to comply with all laws governing the consumption of alcohol. No Participant is permitted to participate in the Activity while under the influence of alcohol or any controlled substance that would in any way impair his/her ability to participate in the Activity.

6. Minor Participants. MINOR PARTICIPANTS MUST BE AT LEAST 12 YEARS OF AGE AND ACCOMPANIED BY A PARENT OR LEGAL GUARDIAN. OTHERWISE, ALL PARTICIPANTS MUST BE 18 YEARS OF AGE. In the case of a minor Participant, the Undersigned legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor Participant and that the minor Participant shall be bound by all the terms of this Agreement. Additionally, by signing this

Agreement as the legal guardian of a minor Participant, the Undersigned agrees and understands that he/she is also waiving rights on behalf of the minor Participant. The Undersigned legal guardian agrees and understands that, but for the foregoing, the minor Participant would not be permitted to participate in the Activity.

7. Medical or Physical Condition and Medical Care. Undersigned assumes the risk of any medical or physical condition Participant may have. Undersigned acknowledge that in the event of an injury or accident, rescue and medical treatment may not be immediately available. Undersigned authorize the Released Parties and/or their authorized personnel to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

8. Photographic and Video Imagery. Undersigned agree that the Released Parties and persons authorized by them, may use any imagery, video, audio, photograph, or any other format of image or audio (collectively “Imagery”), of Participant taken during the Activity in any promotional material or other materials.

9. Miscellaneous. The Undersigned further agree and understand: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of North Carolina, and the exclusive jurisdiction and venue for any claim or dispute shall be the state or federal courts located in New Bern, North Carolina; (c) this Agreement constitutes a contract and shall be binding to the fullest extent permitted by law; (d) if any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties; and (f) this Agreement shall be binding upon the Undersigned’s assignees, subrogors, distributors, heirs, next of kin, trustees, executors, and personal representatives.

I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDMENTIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT MAY OTHERWISE EXIST.

Printed Name of Participant	Age	Phone
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Address City State Zip

Signature of Participant

Date

Email

MINOR PARTICIPANTS MUST BE AT LEAST 12 YEARS OF AGE AND WILL ONLY BE PERMITTED TO PARTICIPATE UPON HIS/HER LEGAL GUARDIAN'S EXECUTION OF THIS DOCUMENT.

Printed Name of Legal Guardian

Phone

Address City State Zip

Signature of Legal Guardian

Date

Email

Relationship to the Participant