

PLEASE READ CAREFULLY

**CLASS VI RIVER RUNNERS, INC./CLASS VI, LTD.
RELEASE, ASSUMPTION OF RISK AND
INDEMNIFICATION AGREEMENT
FOR ADULTS**

I want to participate in activities arranged or conducted by Class VI River Runners, Inc./Class VI.Ltd., its agents, servants, owners, employees and associates, successors, assigns, officers, directors and shareholders (hereinafter jointly referred to as the "Outfitter"). I understand that risks exist in the activities including but, not limited to, loss or damage of personal property, bodily injury, disease, or death resulting from the use of buses, trucks, horses, boats, rafts, bicycles and other means of conveyance and/or equipment; participation in activities in rugged terrain and turbulent waters; trip leaders' and trip guides' misjudgments due to difficult and dangerous conditions; the acts, negligent or otherwise, of other participants or other persons; and the limited medical care which may be available. I represent that I am physically and emotionally able to participate in these activities.

In consideration of and as part payment for the right to participate, I RELEASE the Outfitter and all other participants of and from all claims for any injury and damage; EXPRESSLY ASSUME THE RISK OF INJURY AND DAMAGE; and will INDEMNIFY AND HOLD HARMLESS the Outfitter as to any claims for injury and damage.

I understand and agree that this document is intended to be a legally binding contract to be interpreted only under the laws of the State of West Virginia. Any claim against the Outfitter shall be filed only in the Circuit or Magistrate Court of Fayette County, West Virginia. If any portion of this document is invalid, the remaining provisions shall continue in full legal force and effect.

I hereby irrevocably consent to and authorize the Outfitter to use and reproduce for any purpose whatsoever any and all photographs and videos taken for any purpose. All such photographs and videos, including negatives and the like, are solely the property of Class VI River Runners, Inc.

NAME:(Print)_____

ADULT SIGNATURE_____

TRIP DATE:_____

**PLEASE READ CAREFULLY 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 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.

Person's Name Your Reservation is booked under _____
Number of People in Your Group _____
First River Date: ____/____/____ Through Last River Date: ____/____/____

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) E-MAIL:(Optional) _____
- 10) BIRTH DATE _____