

PASSAGES TO ADVENTURE, INC.

WAIVER • ACCEPTANCE OF RISK AND RELEASE OF LIABILITY • PHOTOGRAPHY RELEASE PLEASE READ CAREFULLY!

In consideration of Passages To Adventure, Inc. furnishing services and/or equipment to enable me to participate in **whitewater rafting**, I agree as follows:

I fully understand and acknowledge that:

- (a) Risks and dangers exist in my use of the rafting equipment and my participation in whitewater rafting.
- (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 Passages To Adventure, Inc.; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature, or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and
- (d) By my voluntarily participating in these activities and/or use of the 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 Passages To Adventure, Inc., or by any other person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Passages To Adventure, Inc. 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 the rafting equipment and/or my participation in whitewater rafting. 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 Passages To Adventure, Inc.

I further understand that Passages To Adventure, Inc. carries no insurance for participant accidents and/or injuries, and thus, any medical care and treatment is my financial responsibility. If emergency medical care should become necessary, I hereby give consent for emergency medical care and subsequent treatment at an established medical facility.

The **Venue** of any dispute that may arise out of this agreement or otherwise between the parties to which Passages To Adventure, Inc. or its agents is a party shall be either the Circuit or Magistrate Court of Fayette County, West Virginia.

PHOTOGRAPHY RELEASE

I hereby give Passages To Adventure, Inc. and those acting on behalf of Passages To Adventure, Inc. the right and permission to copyright and/or use, reuse and/or republish and republish photographic pictures of me. I do hereby waive any right to inspect and/or approve the finished photograph. The consent is given for any photographs which have been taken, are about to be taken, or will be taken.

I HAVE READ THE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE PASSAGES TO ADVENTURE, INC. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Adult Signature _____	Date _____
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PLEASE PRINT

Adventure		
First Name	Last Name	
Address		
City	State	Zip
Have you rafted with us before? <input type="checkbox"/> Yes <input type="checkbox"/> No	Age	<input type="checkbox"/> Female <input type="checkbox"/> Male
Please list any medical concerns:		

PLEASE READ CAREFULLY
WEST VIRGINIA WHITEWATER RESPONSIBILITY ACT
WV CODE 20-3B

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. No participant may:

- (1) Board upon or embark upon any commercial whitewater expedition when intoxicated or under the influence of nonintoxicating 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 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 accident or 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.

I have read and understand the West Virginia Whitewater Responsibility Act. I will obey the West Virginia Whitewater Responsibility Act while participating in whitewater rafting with Passages To Adventure, Inc.

Participant Signature _____ **Date** _____

PARENT OR LEGAL GUARDIAN PERMISSION

I, the minor whose signature is below, have read or had my parent or legal guardian to read me the entire release and waiver and photography release. I clearly understand the intent of this agreement and will obey all the rules and regulations while participating in whitewater rafting with Passages To Adventure, Inc.

Minor's Signature _____ **Date** _____

I give _____ permission to participate in whitewater rafting with Passages To Adventure, Inc. I give Passages To Adventure, Inc., its agents, employees, and associates permission to treat the above minor in case of emergency or accident.

Parent or Legal Guardian Signature _____ **Date** _____

PLEASE PRINT

MEDICAL INSURANCE COMPANY

GROUP NUMBER

NAME OF INSURED

POLICY NUMBER