



Participant Release of Liability & Assumption of Risk Agreement

Participant

Name _____ Cell Phone # _____

Street Address _____ City, State, & Zip _____

Age Adult
18 years old or greater

Minor Minor's Age _____ Minor's Date of Birth _____
6 to 17 years old MINIMUM 6 yrs old

Emergency Contact (not on river trip)

Name _____ Phone # _____

Read front & back, sign on back.

In consideration of being allowed to lease equipment and participate in any way in the activities, transportation, events, guided trips, camps or programs, I the undersigned, hereby assume all LEGAL responsibility for the inherent risks and dangers of the agreed to activities. I do hereby acknowledge, appreciate, and agree the following conditions:

1. I understand that there are inherent risks involved with these activities including, but not limited to the potential for sunburn, sun stroke, heat exhaustion, dehydration, insect / animal bites, cuts, scrapes, broken bones, drowning, permanent paralysis, and death. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISK, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.
2. I understand that there are seen and unseen dangers associated with this activity. I understand that severe storms or Acts of God may arise at a moment's notice, and I will immediately remove my party from danger. I understand that on self-guided trips I am accountable for self-rescue of my party. I willingly agree to comply with these terms and conditions. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the RRC staff immediately.
3. I agree to comply with all Federal, State and Local laws, including but not limited to wearing my life jacket at all times while on the water. I also understand that consumption of alcoholic beverages is unsafe for any water activity and illegal in public (which includes any location on the river and at public boat landings), and not approved by the Rivanna River Company.
4. I represent and warrant that I am of legal age (18 & older), and any person accompanying me are capable swimmers, who are at least six (6) years old, and are in good physical condition to participate in this trip. If signing for an underage person, I represent that I am their legal parent or guardian.
5. By participating in or attending any activity in connection with this program, whether on or off the premises,

continue on back ➡

continued from front 

I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same

6. **FOR EQUIPMENT RENTAL AND SELF-GUIDED TRIP CUSTOMERS ONLY:** I agree to return all equipment at the mutually agreed set time, date, location in the same condition as it was received. I also agree that the equipment will only be taken on the waters agreed to prior to the trip. I agree to report all damage or lost items immediately and pay for them at that time, plus any collection attorney's fees that the Rivanna River Company incurs though my failure to do so. I agree to immediately pay the following minimum costs for lost or damaged equipment: Solo Kayak (\$350); Tandem Kayak (\$575); Canoe (\$650); Stand-Up Paddle-board (\$700); Life Jacket (\$35); Paddle (\$35); SUP Paddle (\$85).

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE RIVANNA RIVER COMPANY, LLC**, its officers, officials, agents and/ or employees, volunteers, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event or activity (County of Albemarle, City of Charlottesville, Southern Ventures, Inc, Crockett Corporation, KIMCO LC), and activity partners (Rivanna Conservation Alliance, City of Charlottesville, Greenstone Adventures), from any and all claims, demands, losses, expenses, and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE;** to the fullest extent permitted by law. This does not apply to claims, demands, losses or liability determined to be the result of the Gross Negligence or the Wanton and Willful Misconduct of the Releasees.

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION):

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant sign here:

Signature _____ Date _____

If Minor - Parent or Guardian assuming responsibility sign here:

Printed Name _____

Signature _____ *Date* _____