

White Water Classic, LTD. Waiver

Trip Time: _____	Rafts: _____	Group: _____
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DATE : _____

Please clearly print one letter per box:

FIRST NAME

LAST NAME

MAILING ADDRESS

CITY

STATE ZIP CODE

PHONE Email _____

Check if you gave any of the following conditions:

Heart Condition Kind: _____

Allergies Kind: _____

Asthma Diabetic

Any Other _____

Are you taking any medicine we should know about? _____

Have you rafted with us before? _____

Have you moved within the last year? _____ Old Zip Code _____

White Water Classic, LTD.
P.O. Box 94
Ohiopyle, PA 15470

In consideration of WHITE WATER Classic, LTD. furnishing to me the services and equipment that will enable me to participate in the activities in which I will engage in regard to the aforesaid designated whitewater rafting trip, I hereby agree as follows:

1. I hereby acknowledge that I have received a safety talk by a member of the staff of White Water Classic, Ltd., and have read fully and understand the following notices, warnings, safety precautions, and recommendations:
 - (a) THE YOUGHIOGHENY HAS BEEN DESIGNATED AS A CLASS V RIVER WHICH IS DEFINED AS HAVING EXTREMELY DIFFICULT LONG, AND VERY VIOLENT RAPIDS WITH HIGHLY CONGESTED ROUTES.
 - (b) RESCUE CONDITIONS ARE DIFFICULT.
 - (c) THERE IS A SIGNIFICANT HAZARD TO LIFE IN THE EVENT OF A MISHAP.
 - (d) A PARTICIPANT IN THE EVENT OF WHITEWATER RAFTING SHOULD HAVE PREVIOUS EXPERIENCE BEFORE PARTICIPATING IN A COMMERCIAL WHITEWATER TRIP ON THE YOUGHIOGHENY WILD RIVER.
 - (e) OUTDOOR RECREATIONAL ACTIVITIES HAVE INHERENT RISKS, DANGERS, AND HAZARDS, AND SUCH EXIST IN THE USE OF THE PROPERTY AND EQUIPMENT NEEDED FOR WHITEWATER RAFTING AND RELATED ACTIVITIES.
 - (f) PARTICIPATION IN WHITEWATER RAFTING AND THE USE OF THE PROPERTY AND EQUIPMENT REQUIRED THEREFORE MAY RESULT IN INJURY AND/OR ILLNESS, INCLUDING, BUT NOT LIMITED TO BODILY INJURY, DISEASE, STRAINS, FRACTURES, PARTIAL OR TOTAL PARALYSIS, DEATH, OR OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY.
 - (g) THE SAID RISKS AND DANGERS MAY BE CAUSED BY (i) THE NEGLIGENCE OF THE EMPLOYEES, OFFICERS, AND/OR AGENTS OF WHITE WATER CLASSIC Ltd. (ii) THE NEGLIGENCE OF PARTICIPANTS; (iii) THE NEGLIGENCE OF OTHERS; (iv) ACCIDENTS; (v) BREACHES OF CONTRACT; AND/OR (vi) FORCES OF NATURE AND/OR OTHER CAUSES.
 - (h) RISKS AND DANGERS MAY ARISE FROM FORESEEABLE OR UNFORESEEABLE CAUSES, INCLUDING, BUT NOT LIMITED TO, (i) GUIDE DECISION, INCLUDING MISJUDGMENT OF TERRAIN, WEATHER, TRAIL OR RIVER ROUTE LOCATION; (ii) WATER LEVEL; (iii) FALLING OUT OF A RAFT, CANOE OR KAYAK; (iv) DROWNING; AND (v) SUCH OTHER RISKS, HAZARDS, AND/OR DANGERS THAT ARE INTEGRAL TO RECREATIONAL ACTIVITIES THAT TAKE PLACE IN A WILDERNESS, OUTDOOR, OR RECREATIONAL ENVIRONMENT.
2. White Water Classic, Ltd. shall have the right to take photographs or films of the subject whitewater rafting trip and to use such photographs or films, including my pictures, for promotional and/or commercial purposes.
3. The venue of any dispute that may arise out of the subject whitewater rafting trip or otherwise between White Water Classics, Ltd., it's owners, employees and/or agents, and me, shall be in Fayette County, Pennsylvania.

(continued on reverse side)

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Ohiopyle, PA 15470

4. I hereby agree and affirm that White Water Classic, Ltd., its owners, employees, and/or agents, have made no representation or warranty of any kind, nature, or description, express or implied, with respect to the subject whitewater rafting trip, other than those stated herein, and that I have not relied upon the skill or judgment of the owners, employees, and/or agents of White Water Classic, Ltd., in making my decision to participate in the subject whitewater rafting trip.

ASSUMPTION OF RISK AND WAIVER AND RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS, DANGERS, AND RESPONSIBILITY FOR ANY LOSS, HARM, OR DEATH OCCURRING TO ME BY VIRTUE OF MY PARTICIPATION IN THE ACTIVITIES IN WHICH I WILL ENGAGE IN REGARD TO THE WHITEWATER RAFTING TRIP DESIGNATED ON THE OTHER SIDE OF THIS DOCUMENT, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR OTHER CONDUCT OF THE AGENTS, OFFICERS, AND/OR EMPLOYEES OF WHITE WATER CLASSIC, LTD., OR ANY OTHER PERSON.

AND FURTHER ON BEHALF OF MY PERSONAL REPRESENTATIVES, SUCCESSORS, HEIRS, AND ASSIGNS, I DO HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND, AND INDEMNIFY WHITE WATER CLASSIC, LTD., IT'S 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 FROM MY PARTICIPATION IN THE ACTIVITIES IN WHICH I WILL ENGAGE IN REGARD TO THE WHITEWATER RAFTING TRIP DESIGNATED ON THE OTHER SIDE OF THIS DOCUMENT. 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 OR WHITE WATER CLASSIC, LTD.

I HAVE READ THE FOREGOING ASSUMPTION OF RISK AND WAIVER AND RELEASE OF LIABILITY, AND BY SIGNING THIS DOCUMENT, AGREE THAT IT IS MY INTENTION TO EXCEPT AND RELIEVE WHITE WATER CLASSIC, LTD., ITS OWNERS, AGENTS, OFFICERS, AND EMPLOYEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

BY SIGNING THIS DOCUMENT, I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ BOTH SIDES OF SAME AND THAT I UNDERSTAND ALL THE TERMS AND CONDITIONS HEREOF, INCLUDING THE ASSUMPTION OF RISK AND WAIVER AND RELEASE OF LIABILITY.

Signature of Participant

Age

Date

Signature of Parent or Guardian of participant if the participant is less than 18 years of age.