



## BIG BEAR WHITEWATER RAFTING

### RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT- PLEASE READ CAREFULLY

#### (A SEPARATE FORM MUST BE COMPLETED FOR EACH PARTICIPANT)

In consideration of being allowed to participate in Sutton Expedition, LLC dba Big Bear Rafting, whitewater rafting, transportation and other whitewater activities (the "Activity"), I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in the Activity, which involves travel on or being in whitewater rivers and streams.

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of rafting equipment and my participation in whitewater rafting activities and related activities; (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 owner, employees, officers or agents of the United States of America, Carolina Power and Light, Capitan, Inc., Cocke County, Tennessee, and Sutton Expedition, LLC dba Big Bear Rafting; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, staff decision making, including that staff may misjudge terrain, weather, transportation, river route location, and water level, risks of falling out of or drowning while in a raft, canoe or kayak and such other risks and hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and (d) and by my participation in these activities and/or use of 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 the United States of America, Carolina Power and Light, Capitan, Inc., Cocke County, Tennessee, and Sutton Expedition, LLC dba Big Bear Rafting, 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 the United States of America, Carolina Power and Light, Capitan, Inc., Cocke County, Tennessee, and Sutton Expedition, LLC dba Big Bear Rafting 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 rafting equipment or my participation in whitewater rafting activities, transportation, and related activities. 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 the United States of America, Carolina Power and Light, Capitan, Inc., Cocke County, Tennessee, and Sutton Expedition, LLC dba Big Bear Rafting.

I hereby authorize Sutton Expedition, LLC dba Big Bear Rafting and its photographic agents to take and utilize photographs of me for the purpose of sale, promotion and advertising.

I understand that I and anyone for whom I sign as a Parent or Guardian must be of the required age of 3 for the Lower and 8 years for the Upper.

**Warning: Pursuant to Tennessee Code Annotated, Title 70, Chapter 7, Part 2, a whitewater professional is not liable for an injury to or the death of a Participant in whitewater activities resulting from the inherent risks of whitewater activities.**

**I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE SUTTON EXPEDITION, LLC DBA BIG BEAR RAFTING FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE**

**PLEASE SIGN AND FILL OUT COMPLETELY** Email Address: \_\_\_\_\_

X \_\_\_\_\_  
Signature of Participant                      Print name                      Date                      Address City, State, Zip                      Age

#### **ADULT CONSENT AND ASSUMPTION OF RESPONSIBILITY FOR MINORS (Required for Participant under the age of 18)**

I understand the nature of the above Activity. I am familiar with the Minor's experience and capabilities, and believe the Minor to be qualified to participate. Individually and as legal guardian of the Minor, I hereby personally accept and undertake all of the obligations stated above specifically including the release, assumption of risk, and hold harmless provisions as to the Releases of all liability, claims, demands, losses and damages suffered or alleged to have been suffered or incurred by the Minor or to others resulting from injury to the Minor.

X \_\_\_\_\_  
Parent or guardian (Sign & Print Name)                      Date                      Relationship to Minor                      Emergency Phone Number(s)

