

## Montgomery Whitewater Release of Liability

IN CONSIDERATION of being given the opportunity to participate in any Montgomery Whitewater Activities (as hereinafter defined) including scheduled, supervised and unsupervised programs, rental activities and races, and any activity taking place in buildings or on grounds managed by Montgomery Whitewater or owned by Montgomery County Community Cooperative District during the policy term 05/01/2023 - 04/30/2024 (such property referred to herein as "Montgomery Whitewater"), I, for myself, my minor child, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that (a) I am at least eighteen (18) years of age; (b) the Montgomery Whitewater Activities are voluntary; (c) I am solely responsible for the decision to participate in the Montgomery Whitewater Activities and have freely chosen to participate, despite the risk associated therewith; (d) I understand the nature of Montgomery Whitewater Activities, to include: Whitewater Rafting, both guided and self-led, Whitewater Kayaking, Whitewater Inflatable Kayaking, Flatwater Kayaking, Stand-Up Paddle Boards, Ropes Courses, Zip Lining, Rock Climbing, Mountain Biking, Running, Swimming, and general participation in Outdoor Adventure Activities and Sports, both on water and land based involve inherent and other risks; and (e) that I (or my minor child) \_\_\_\_\_, is qualified, in good health, and in proper physical condition to participate in such Montgomery Whitewater Activities.

2. AGREE AND WARRANT that I will examine and inspect each Montgomery Whitewater Activity in which I take part and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Montgomery Whitewater Activity and will refuse to take part in the Montgomery Whitewater Activity until the condition has been corrected to my satisfaction.

3. FULLY UNDERSTAND that: (a) WHITEWATER RAFTING, BOTH GUIDED AND SELF-LED, WHITEWATER KAYAKING, WHITEWATER INFLATABLE KAYAKING, FLATWATER KAYAKING, STAND-UP PADDLEBOARDS, ROPES COURSES ZIP LINING, ROCK CLIMBING MOUNTAIN BIKING, RUNNING, SWIMMING, AND OUTDOOR ADVENTURE ACTIVITIES AND SPORTS ("Montgomery Whitewater Activities") INVOLVE RISKS AND DANGERS of serious bodily injury, including, but not limited to, the injuries described in Paragraph below, in addition to permanent disability, paralysis and death ("Risks"); (b) these Risks and dangers may be caused by my (or my minor child's) own actions, or inactions, the actions or inactions of others participating in the Montgomery Whitewater Activities, the condition in which the Montgomery Whitewater Activities takes place, or the negligence of the Releasees (as hereinafter defined); (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES OR DEATH incurred as a result of my or my minor child's participation in the Montgomery Whitewater Activities.

4. INHERENT RISKS ASSOCIATED WITH THE MONTGOMERY WHITEWATER Activities may include and/or expose participants to:

- Head trauma, facial injuries, fractures, dislocations, sprains, strains, and other soft tissue injuries
- Complications associated with exposure to weather and physical exertion,
- Impacts with other individuals or participants and/or their equipment,
- Loss of property,
- Hazards arising from other guests, manmade features, natural features, equipment failure or malfunction, and potential misjudgment by staff,
- Death,
- Drowning or other complications associated with immersion in water, High speeds and sudden stops, Trauma from being fully supported in a harness for an extended period of time,
- Falling and/or swimming in whitewater, becoming pinned or entrapped by items or obstacles in the water,
- Colliding with obstacles, watercraft, or other items in or on the water,
- Falling while entering or exiting the water

5. THE FOLLOWING GUIDELINES ARE REQUIRED BY ALL PARTICIPANTS:

- All participants must wear proper safety equipment while participating in activities; proper personal flotation device while paddling on the WHITEWATER COURSE and the ALABAMA River, proper whitewater specific personal flotation device and helmet while utilizing the whitewater channels, proper harness while utilizing any land or high adventure aerial activities, and a helmet while mountain biking.
- Stay away from the edges of the whitewater channel and do not enter the channels unless a whitewater paddling participant wearing the proper equipment.
- Do not drink alcohol prior to engaging in any Montgomery Whitewater Activity on site.
- Observe all posted signage and warnings as well as obey all instructions from staff.
- Keep hands on paddle and inside the footprint of the craft while riding the conveyor belt. NEVER stand on the conveyor belt when moving, unless directed to by a staff member. Never touch any aspect of the conveyor belt system while it is in motion.

- Keep 50 feet away from the pump intake or outflow.
- Children must be supervised by a parent or guardian at all times.
- Inform your guide of any physical limitations prior to participating in any Montgomery Whitewater Activity.

6. HEREBY GRANT to MONTGOMERY WHITEWATER and their subcontractors (which includes employees, agents, successors, licensees and assigns), the irrevocable right and license to use my likeness as photographed and/or videotaped during participation in activities or use of the facility; and to use or authorize the use of such images or any portion thereof in any manner or media at any time in perpetuity, and to use my name and likeness therewith, including promotion in all media.

7. I HEREBY RELEASE, forever discharge, covenant not to sue Montgomery Whitewater, LLC, Southern Whitewater Development Group, LLC, their members, managers, employees and volunteers, as well as the Montgomery County Community Cooperative District, the city of Montgomery, their administrators, directors, agents, officers, volunteers and employees, other participating organizers and volunteers, any sponsors, advertisers, and if applicable, owners and lessors of premises, upon which the Montgomery Whitewater Activities take place, (collectively the "Releasees" and individually a "Releasee") from any and all claims or causes of action of any kind whatsoever, at common law, statutory or otherwise, for any liability whatsoever relating to or arising out of the Montgomery Whitewater Activities, use of Montgomery Whitewater, consumption of alcohol at Montgomery Whitewater, or access to Montgomery Whitewater, specifically including, without limitation, any claim for negligence, negligent acts or negligent rescue operations; release and discharge them from any and all claims whatsoever in connection with the use of my (or my minor child's) image; and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

**Participant Name**

\_\_\_\_\_ Date of Birth \_\_\_\_\_  
 (print)

Participant Signature

Address \_\_\_\_\_  
 City \_\_\_\_\_ Zip \_\_\_\_\_ State \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

**Minor Participant Name**

\_\_\_\_\_ Date of Birth \_\_\_\_\_  
 (printed name of minor)

Parent/Guardian Signature

Address \_\_\_\_\_  
 City \_\_\_\_\_ Zip \_\_\_\_\_ State \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_