



**Smoky Mountain River Adventures, LLC**  
**5303 US Highway 74 E**  
**Whittier, NC 28789**  
**WAIVER AND RELEASE OF LIABILITY**

In consideration of Smoky Mountain River Adventures, LLC, furnishing services and/or equipment to enable me to participate in white water paddling, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers, and hazards and as such exists in my use of paddling equipment and my participation in paddling activities; (b) my participation in such activities and/or use of equipment may result in injury or illness including but not limited to bodily injury, disease, strains, fractures, practical and/or total paralysis, death or other ailment 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, and Smoky Mountain River Adventures, LLC: 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 forcible or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail, or river route location, and water level, risks of falling out of or drowning while in the 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) 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 Smoky Mountain River Adventures, LLC, 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, Jackson County, and Smoky Mountain River Adventures, LLC, 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 paddling equipment or my participation in paddling 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 Smoky Mountain River Adventures, LLC. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Smoky Mountain River Adventures, LLC or its agents is a party shall be either the city of Sylva, North Carolina, Justice Court or the County or State Supreme Court in Jackson County.

I hereby authorize Smoky Mountain River Adventures, LLC and its photographic agents to take and utilize photographs of me for the purpose of promotion and advertising. I understand that I and anyone for whom I sign as a Parent or Guardian must be of the required age or weight.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE SMOKY MOUNTAIN RIVER ADVENTURES, LLC FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

\_\_\_\_\_ Signature of Participant \_\_\_\_\_ Print Name

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

(Print the names of participants under 18) \_\_\_\_\_