

FLOATERY WAIVER



In exchange for being allowed to use the equipment rented from Floatery and to participate in any way in the activity of river tubing, camping, and any of its related events, I the undersigned, for myself and my successors or assigns, acknowledge, appreciate, and agree that:

1. I can swim and I am physically and mentally capable of participating in this activity. **2.** Floatery is a rental company which rents inner tubes, PFD's, camp sites, and Transportation. It does not own, control, alter or maintain the river or the surrounding areas including the Madison River Park area, the Private property along the river, nor the D.O.T. & D.E.P. property located at any of the take outs. **3.** The use of the equipment, the property, and camp sites rented from Floatery, the transportation provided, and the activity of river tubing, camping, and any of its related events is inherently hazardous. By way of example, and not limitation, these hazards include but not limited to: wet or uneven surfaces, slips, trips, falls, collisions with or entrapment in rocks or trees both above and below the water, equipment failure, vehicle accidents, dead trees that may fall, steep river banks, steep banks at parking areas, encounters with wildlife, bees, snakes, and weather conditions. **4.** The risk of injury from these hazards, both known and unknown, as well as from the use of the equipment, the transportation provided, the camp sites, the property, and the use of the river and its surrounding areas is significant. Including but not limited to, cuts, lacerations, bruises, sprains, strains, dislocations, broken bones, head injuries, drowning, permanent paralysis, allergic reactions, or death. **5.** I have familiarized myself with the conditions of the river, property, and camping, including its sides and the surrounding areas, and the weather conditions/forecast for the duration of my use of the equipment and my involvement in the activity. **6.** I knowingly and freely assume all risks, both known and unknown, related to the use of the equipment, the transportation, the property, the camp site, or any other activity of river tubing, camping, and its related events; even if arising from the negligence of the Releasees or others, and assume full responsibility for myself and any family member with me while using the equipment, the transportation, the property, camp sites, or while participating in the other activity of river tubing, camping, and its related events. **7.** I willingly agree to comply with all written and verbal terms, conditions, warnings, restrictions, and directions given by the Floatery Team or others for the use of the equipment, the transportation, the property, camp sites, and the activity of river tubing, camping, and its related events. **8.** If I incur any injuries while using the equipment or participating, I will immediately notify a Floatery representative, and seek any necessary medical attention at my own expense. **9.** I, for myself and on behalf of successors, my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, hold harmless, and promise not to sue Floatery Inc , Adventure Asset Inc., its officers, officials, servants, volunteers, agents and or employees, other participants, sponsors, advertisers, promoters, property owners or lessors, public entities, and any other individual that is connected in any manner with the rental of the equipment, the transportation, the property, tubing, camping event, or the activity and its related events, from any and all claims, demands, losses, 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. **10.** I agree that should I or my successors or assigns assert a claim as a result of my use of the equipment, transportation, the property, camp sites, or participation in the activity of river tubing, camping, and its related events, the claiming party shall be liable for the expenses, including legal fees, incurred by the releasees. The claim shall be submitted to arbitration before the American Arbitration Association, and not by way of civil lawsuit filed in either the state or federal courts. Three arbitrators, including one neutral shall be utilized. **11.** Every term and provision of this contract is intended to be severable in whole or in part. If any of them are found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable on me, my successors, and assigns. I have read this document, fully understand its meaning and intent of same, understand that I am giving up substantial rights by signing it, and sign it voluntarily for the privilege of using the rented equipment, the transportation, the property, the camp sites, and participating in the activity of river tubing, camping, and its related events.

Date: _____

Participants Signature: _____

Minor (if applicable): _____

Minor (if applicable): _____

Minor (if applicable): _____

Minor (if applicable): _____

Minor (if applicable): _____

Consent and release of Parent or Guardian for **minors under 18 yrs old**. I am the parent or guardian of the minor listed above. I certify that they properly fit into the equipment, that they can properly use it, and that they are capable of participating in the activity of river tubing, camping, use of property, camp sites, and its related events. I certify that I, as parent/guardian with legal responsibility for this participant, do consent to their use of the equipment, the property, camp sites, and participation in the activity of river tubing, camping, and its related events.

I agree that the terms of the contract above shall likewise bind me, my child, my heirs, legal representatives, and assigns. I hereby release and shall defend, indemnify and hold harmless Floater Inc and Adventure Asset Inc., its officers, officials, servants, volunteers, agents and or employees, other participants, sponsors, advertisers, promoters, property owners or lessors, public entities, and any other individual that is connected in any manner with the rental of the equipment, the transportation, the property, camp sites, camping, tubing, or the activity and its related events from every claim and any liability arising out of my minor's use of the equipment, transportation, the property, camp sites, or participation in the activity of river tubing, camping, and its related events. I further promise not to sue the entities referenced above on my behalf or on behalf of my minor listed above. I have read this document fully. I fully understand its meaning and intent of the same. I understand that I am giving up substantial rights for myself and for my minor listed, and voluntarily sign it for the privilege of allowing my minor to use the rented equipment, the transportation, the property, camp sites, and to participate in the activity of river tubing, camping, and its related events.