



Outland Expeditions
6501 Waterlevel HWY, SE
Cleveland, TN 37323
Toll Free 1-800-827-1442
www.outlandexpeditions.com

Date _____

Time _____

Witness _____

1-800-827-1442 | 1-423-478-1442
www.outlandexpeditions.com

Waiver and Release of Liability

PLEASE READ CAREFULLY

In consideration of **Outland Expeditions, Inc.** furnishing services and/or equipment to enable me to participate in white water rafting, funyaking, hiking, camping, climbing and/or other outdoor activities, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of white water rafting and/or climbing equipment and participation in such 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 owners, employees, officers or agents of **Outland Expeditions, Inc.**; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces or nature or other causes. Risks and dangers may arise from foreseeable 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 a raft, canoe or kayak and such other risks, hazards and dangers 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 while or in part by the negligence or other conduct of the owners, agents, officers, or employees of **Outland Expeditions, Inc.**, 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 **Outland Expeditions, Inc.** 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 **Outland Expeditions, Inc.** equipment or my participation in white water rafting and/or climbing 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 **Outland Expeditions, Inc.**

I further agree to indemnify and hold harmless the United States, TVA, Alcoa Power, Ocoee River Outfitters Association, The Appalachain Growth Fund III, the State of Tennessee, the State of North Carolina, and their respective agents, servants and employees from any and all claims, demands, actions and judgments arising at any time out of or in any way connected with my use of the white water recreation area or the Ocoee River or the Cheoah River and activities incidental thereto.

The Venue of any dispute that may arise out of this agree or otherwise between the parties to which the **Outland Expeditions, Inc.** and its agents is a party shall be either the city of Cleveland, Tennessee Justice Court or the County or State Supreme Court in Bradley County.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE **OUTLAND EXPEDITIONS, INC.** FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

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I HAVE READ THE WAIVER AND RELEASE OF LIABILITY AND BY SIGNING, AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE **OUTLAND EXPEDITIONS, INC.** FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

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