

ADULT WAIVER AND RELEASE OF LIABILITY

In consideration of **Dan River Campground and River Adventures (aka - Dan River Adventures)**, furnishing services and/or equipment to enable me to participate in canoeing, tubing, kayaking or other recreational activities I agree as follows: I fully understand that there are risks, hazards and dangers associated with the services and activities provided by Dan River Adventures. These risks include the uncertainties of the river or of the weather, hazards in the river, collisions while traveling by vehicle or on the river, altercations with other people on the river, including altercations with other participants in the same activity, and with the uncertainty of conditions in and outdoor environment. I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death.

Search of personal property – I voluntarily agree to search of my property, which includes, but no limited to: coolers and backpacks (all types & sizes). This random search is to limit alcohol use and consumption while using our river adventures services.

I am voluntarily participating in these activities and am using the services of Dan River Adventures with full knowledge of the risks involved and I accept and assume all risk of the activities and services whether or not described above, known or unknown, foreseeable or unforeseen. I understand that these risks may include loss of property, injury to person or death.

I agree for myself and for all minors for whom I am parent or guardian for my heirs, successors and assigns, release of Dan River Adventures, it's owners, agents and employees from any and all losses, claims, expenses and demand, including attorney fees, that may be incurred by Dan River Adventures, including all injuries to person or to property, arising directly or indirectly out of the activities or services provided and that I shall defend, indemnify and hold harmless Dan River Adventures.

I have carefully read, clearly understand and voluntarily sign this participation, release and indemnification agreement. I intend by signing this agreement to induce Dan River Adventures to provide services and activities.

Rental Policy - You are responsible for the equipment until it is returned to us. Equipment may include; tubes, canoes, kayaks, paddles, coolers, tubes for cooler flotation or personal flotation devices (life vest). In the rare event a tube is punctured and deflates, it is your responsibility, if possible, to retain the tube and return it to us. We understand that accidents happen and that the river is unpredictable. Please read the following guidelines for rental equipment:

1. Damage to equipment due to negligence, cigarettes, tied together tubes, or sharp objects will be billed to individuals accordingly.
2. Customers are responsible for getting the equipment out of the river and up to the top of the river access.
3. Equipment left in the river that floats downstream is considered lost and the customer will be billed accordingly.

ADULT WAIVER AND RELEASE OF LIABILITY

4. In most cases, tubes cannot be patched or repaired if the puncture is large. Only very small holes or pin holes can be repaired.
5. We will determine if a tube can be repaired. Single tubes are \$30 to replace, double tubes are \$35 to replace.

Signature

Date

Print Name