



New River Outdoor Adventures, LLC

5785 Fries Road, Galax, VA 24333 276-237-8823

Liability Waiver and Release Form

*BEFORE renting equipment or departing for a trip you will need to sign our liability waiver form. ***Please READ before signing****

IMPORTANT: Group Leaders, we MUST have a Liability Waiver signed by the legal Parent or Guardian ONLY for each person in your group under the age of 18.

Organization/Group Name: _____

Participant Name: _____

In consideration of New River Outdoor Adventures, LLC furnishing services and/or equipment to enable me to participate in New River Outdoor Adventures programs, related events and activities, including but not limited to fishing, hiking, canoeing, kayaking, tubing, biking or camping, I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program and/or use of the equipment is significant, including the potential for permanent paralysis and death.
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.
3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. I agree that no firearms or fireworks will be brought onto the grounds of New River Outdoor Adventures LLC and owners and lessors of premises used to conduct the events (RELEASEES).
5. By participation in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, website, or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same. **Agree** **Disagree** **Initial:** _____
6. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS NEW RIVER OUTDOOR ADVENTURES LLC**, its owners, officers, officials, agents and /or employees, other participants, sponsors, advertiser, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), 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.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____

Participants Signatures

Age

Date

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as a parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X _____

Parent/Guardian Signature

Date

Emergency Phone Numbers