

SUMMERSVILLE LAKE ACTIVITIES

RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (A SEPARATE FORM MUST BE COMPLETED FOR EACH PARTICIPANT)

In consideration of being allowed to participate in Adventure WV, LLC, d/b/a Adventures on the Gorge, d/b/a Class VI-Mountain River and/or The Rivermen, Inc., and Summersville Lake WV lake boating, climbing and other activities (the "Activity"), I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in the Activity, which involves travel to and on lakes and streams in pontoon and other boats, kayaking, swimming, floating, and diving in the water and hiking and climbing steep slopes, rocks and cliffs near the water with and without the use of ropes and other climbing equipment, and related activities. I agree to only participate while wearing the protective and safety equipment required, to follow the instructions of the guides and, if I believe it unsafe, to immediately discontinue my participation. I know that the Activity involves substantial risk of serious bodily injury, including disability, paralysis and death, and damage or loss of personal property as the result of exposure; travel on or being in lakes and streams; and other known and foreseeable risks including, but not limited to, the risks of travel on roads or rough terrain by foot, conveyances, or other means; the risks arising from the failure or misuse of equipment; and the risks that injuries may occur in remote areas without adequate medical facilities. I realize that there may be other risks not known to me or not readily foreseeable but I fully accept and assume all such risks, whether or not identified above, and I assume all responsibility for losses and damages which I may suffer as a result of my participation in this Activity.

The Releasees identified below may also have been requested to arrange for my participation in activities or services, including lodging or meals, provided by others ("Additional Services") and I acknowledge that the Releasees have made no representations whatsoever as to the safety or quality of those Additional Services.

I HEREBY RELEASE Adventure WV, LLC, d/b/a Adventures on the Gorge, d/b/a Class VI-Mountain River and/or The Rivermen, Inc., any parent, related and/or subsidiary corporations, partnerships, companies and entities; their respective administrators, directors, agents, officers, volunteers, and employees; other participants; sponsors; advertisers; and the owners and lessors of the property on which the Activity takes place (the "Releasees") from all liability, claims, demands, losses, costs and damages arising or asserted to arise, directly or indirectly, in whole or in part, from the Activity or the Additional Services whether resulting from negligence or otherwise, including rescue operations, and will indemnify and hold harmless the Releasees as to all such matters.

I consent to the use without compensation by the Releasees of photographs and video recordings made of me or the minor identified below while participating in the Activity or using the Additional Services and agree that all such materials, including negatives, are the sole property of the Releasees.

I agree that the exclusive venue of any suit or claim against the Releasees for any reason whatsoever shall be the Magistrate or Circuit Courts of Fayette County, West Virginia; consent to the jurisdiction of such Courts as to any action against me to enforce this Agreement; and agree that this Agreement is to be enforced in accordance with the law of the State of West Virginia.

I have read the foregoing Release, Assumption of Risk And Indemnity Agreement; understand that I will give up substantial rights by signing it; sign it freely and without any inducement or assurance of any nature not stated herein; intend it to be a complete and unconditional release, assumption of risk and indemnity to the greatest extent allowed by law; and agree that if any portion of this Agreement is held invalid the remainder shall continue in full force and effect.

Printed Name of Participant

Date

Signature of Participant

(SEE REVERSE)

CONSENT AND ASSUMPTION OF RESPONSIBILITY FOR MINOR

(Required for Participants under the age of 18)

I understand the nature of the Activity, am familiar with the Minor's experience and capabilities, and believe the minor to be qualified to participate. I hereby personally accept and undertake, individually and in my own name, all of the obligations stated above specifically including the release, assumption of risk, and hold harmless provisions as to the Releasees of all liability, claims, demands, losses and damages suffered or alleged to have been suffered or incurred by the minor or to others resulting from injury to the minor.

Printed Name

Date

Relationship to Minor

Signature

PLEASE READ CAREFULLY
PRELIMINARY INSTRUCTIONS

Participants have a duty to act as would a reasonably prudent person when engaging in recreational activities offered by commercial outfitters and their employees. This and other duties will be explained to you before beginning participation.

- 1. Do you need to talk to your guide about any matters, including medical conditions or medications, before beginning participation in the Activity? Yes ___ No ___**
- 2. Have you participated in any activities with Adventure WV, LLC; Class VI-Mountain River or Rivermen before? Yes ___ No ___**

PLEASE PRINT

FIRST NAME: _____ LAST NAME: _____

ADDRESS 1: _____

ADDRESS 2: _____

CITY: _____ STATE: _____ ZIP CODE: _____

DAY TIME PHONE: _____ EVENING PHONE: _____

AGE: _____ DATE OF BIRTH: _____

To receive our e-newsletters, specials, hot deals, high water alerts or other information, please give your email address!
(We do not sell this information.)

EMAIL ADDRESS: _____

(SEE REVERSE)