

**SONGER WHITEWATER, INC.**  
FAYETTEVILLE, WV 25840

**WAIVER OF LIABILITY, ASSUMPTION OF RISK and  
MEDICAL TREATMENT AUTHORIZATION**

**READ CAREFULLY - - YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS**

We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

I fully understand that whitewater rafting/kayaking/canoeing is a dangerous activity and that there are substantial risks and dangers that exists by the very nature of the sport. I further understand that these risks and dangers exist in the transportation to and from the area or areas where the actual rafting/kayaking/canoeing will take place. I further understand that risks and dangers exist from latent (unknown) defects in equipment used in all of the foregoing. All of the activities involved directly in and indirectly in connection with these activities involve and require the participant (you) to be in good physical health, therefore you agree to inform, in writing, SONGER WHITEWATER, INC., before departure from its headquarters of any physical condition that might impair or hamper your participation in this sport (i.e. heart condition, sprains, etc.)

I fully understand and acknowledge that my participation in the activities of whitewater rafting/kayaking/canoeing and those incidental thereto could 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.

The risks and dangers stated above may be caused by the negligence of the owner (Songer Whitewater, Inc.), its employees, officers, agents or servants.

I HEREBY ASSUME ALL RISKS AND DANGERS AND ALL RESPONSIBILITY FOR ANY LOSSES AND/OR DAMAGES WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR OTHER CONDUCT OF THE OWNERS, AGENTS, OFFICERS, EMPLOYEES, OR SERVANTS, WHETHER SAID RISKS AND DANGERS ARE FORESEEABLE OR UNFORESEEABLE.

AS PART OF THE CONSIDERATION FOR THE SERVICES PROVIDED BY THE OWNER, I HEREBY RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY SONGER WHITEWATER, INC., ITS EMPLOYEES, OFFICERS, AGENTS OR SERVANTS 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 PARTICIPATION ON THE ACTIVITIES ARRANGED BY SONGER WHITEWATER, INC. THIS AGREEMENT SHALL BE BINDING UPON MY PERSONAL REPRESENTATIVES AND MY HEIRS.

I SPECIFICALLY UNDERSTAND THAT I AM RELEASING, DISCHARGING AND WAIVING ANY CLAIMS, ACTIONS OR SUITS WHICH I MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR OTHER CONDUCT BY SONGER WHITEWATER, INC., ITS EMPLOYEES, AGENTS, OFFICERS OR SERVANTS, AND EXPRESSLY AGREE NOT TO INSTITUTE ANY ACTION AGAINST SONGER WHITEWATER, INC., ITS EMPLOYEES, AGENTS, OFFICERS OR SERVANTS FOR ANY INJURY OR DAMAGES OF ANY KIND WHICH MAY OCCUR AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES PROVIDED BY SONGER WHITEWATER, INC.

By signing this release and waiver I hereby agree to be bound by the laws of the State of West Virginia in its interpretation and application.

I hereby certify that I am eighteen (18) years of age and I have read and understand the "DUTIES OF PARTICIPANTS" as set forth in the Laws of the State of West Virginia, W. Va. Code Section 20-3B-1 thru 5, commonly referred to as The West Virginia Whitewater Responsibility Act, which are set forth on the reverse of this document.

**MEDICAL AUTHORIZATION**

I hereby specifically authorize SONGER WHITEWATER, INC., its employees, officers, agents or servants to provide, arrange for, or authorize medical treatment of me in the case of emergency, accident, illness, or injury.

**I HAVE READ THE ABOVE WAIVER OF LIABILITY, ASSUMPTION OF RISK and MEDICAL TREATMENT AUTHORIZATION AND BY SIGNING IT AGREE THAT IT IS MY INTENTION TO EXEMPT AND RELIEVE SONGER WHITEWATER, INC., ITS EMPLOYEES, OFFICERS, AGENTS AND SERVANTS FROM LIABILITY FOR PERSONAL INJURIES OR PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR OTHERWISE, THAT I CAN READ AND UNDERSTAND THE ENGLISH LANGUAGE, THAT I FULLY UNDERSTAND THE CONTENTS HEREOF AND OF THE WEST VIRGINIA WHITEWATER RESPONSIBILITY ACT AND THAT I AM SIGNING THIS WAIVER OF LIABILITY, ASSUMPTION OF RISK and MEDICAL TREATMENT AUTHORIZATION FREELY AND VOLUNTARILY.**

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which Songer Whitewater, Inc. or its agents is a party shall be either the Town of Fayetteville, WV, Justice Court or the County or State Supreme Court in Fayette County, West Virginia.

Date: \_\_\_\_\_ X \_\_\_\_\_

