

RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

I, _____, desiring to join my fellow paddlers in the Tennessee Scenic Rivers Association, Inc. (TSRA), do hereby declare that I fully understand and accept the following facts about life on the river; that there are inherent dangers involved with canoeing and kayaking. These dangers are significantly increased on rivers where there are rapids and/or in adverse weather conditions. Further, there are frequently encountered unplanned or uncontrolled situations that might require immediate actions in order to protect the best interests of all participants.

I will assist my fellow paddlers to the best of my own personal skill and ability, but only so long as I can do so, in my own opinion, without significant danger to myself. I further understand that I have no legal duty to assist others, nor does anyone else have a legal duty to render such assistance to me. No one but me is responsible for my safety when I choose to paddle a particular river or a particular rapid, and I assume all risks of TSRA sponsored river trips.

I, for myself, my heirs, executors and administrators relieve, release, and forever and fully discharge the TSRA, officers of the association, instructors, instructor trainers, trip coordinators, trip leader(s), representatives, and any landowner or governmental agency which may allow TSRA to use its property, for any and all loss, damage, medical expense, or other liability on account of injury, loss or damage to my person or property or on account of my death, which may occur during, in preparation for, or in transit to or from a TSRA outing, school, or other event.

This release and waiver of liability applies to any negligent act or omission, and any intentional act intended to protect my safety and well-being.

This waiver is signed by me in the interest of permitting TSRA to exist and to serve the paddling community, and to enable me and my fellow paddlers to feel free to donate their services to improving the sport and to help in training those less skilled in the sport without fear of liability and in consideration of being permitted to participate in the TSRA activity(ies).

I CERTIFY THAT I HAVE READ AND AGREE TO THIS RELEASE.

Signature- _____ Date _____

Parents/Guardians of Minors:

I certify that I have legal custody or I am the parent of _____
(print name of minor)

and I hereby give my permission for him/her to participate in the sanctioned activities of the TSRA to the extent permitted by law. I hereby waive and release the liabilities described above with respect to the named minor for myself and for the minor. Further, I agree to indemnify and hold harmless all parties named above from any claims or judgments arising from the participation of the named minor and any injury, damage, expense, loss, or death suffered by the named minor.

Signature: _____ Date: _____