

**PARTICIPANT RELEASE OF LIABILITY AND
ASSUMPTION OF RISK AGREEMENT**

*****READ BEFORE SIGNING*****

ORGANIZATION NAME: RITS, LLC DBA Rafting in the Smokies

PARTICIPANT NAME _____

ADDRESS _____ **CITY** _____ **ST** _____ **ZIP** _____

In consideration of being allowed to participate in any way in the program, related events and activities, I the undersigned, acknowledge, appreciate and agree that:

1. The risk of injury from the activities involved in this program 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, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS RITS, LLC, DBA RAFTING IN THE SMOKIES**, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, 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 AGREEMENT, 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 _____
Participant's Signature **AGE** **DATE**

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

This is to certify that I, as 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 Number**

All Photos taken on the Big Pigeon River will be property of **Rafting in the Smokies**. Rafting in the Smokies reserves the right to use these photographs in any advertising or publication. I give them my permission to use them as they wish.

X _____
Signature, Parent, Guardian