



RiverCliff Farms, LLC (D.B.A. Adventure Mendota)
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PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT
******READ CAREFULLY BEFORE SIGNING******

In consideration of RiverCliff Farms, LLC leasing equipment or providing paddle-sports river outfitter related services to me, I hereby assume all LEGAL responsibility for the inherent risks and dangers of the agreed to activities. I do hereby agree to the following conditions:

I affirm and acknowledge that I understand the inherent hazards and risks, descriptions of these risks aren't complete, associated with kayaking, tubing, swimming, fishing, transportation of equipment related to the activities, traveling to & from activity sites of which I am about to engage in, & related activities.

Inherent hazards & risks include but are not limited to the following:

1. I understand that there are inherent risks involved with these activities including, but not limited to the potential for sunburn, sun stroke, heat exhaustion, dehydration, insect / animal bites, cuts, scrapes, broken bones, drowning, permanent disability, and death. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISK, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.
2. I agree to wear my personal flotation device (PFD) at all times while on the water and will comply with all Federal, State and Local laws. I understand that consumption of alcoholic beverages is unsafe for any water activity and illegal in public (Which includes on the river and at public boat landings), and not approved by the RiverCliff Farms, LLC.
3. I UNDERSTAND that there are seen and unseen dangers associated with this activity. I understand that severe storms or Acts of God may arise at a moment's notice and I will immediately remove my party from danger. I understand that **all trips are self-guided** and that I am personally accountable for self-rescue of my party. I willingly agree to comply with the terms and conditions. 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 to indemnify and hold harmless and agree not to sue RiverCliff Farms, LLC, its officers, officials, agents and/or employees, other participants, sponsors, volunteers, advertisers, and if applicable, owners and lessors of land or premises used to conduct the event (RELEASEES), from any and all claims, damages, losses, injuries, and expenses arising out of or resulting from participating in these activities.
5. I hereby agree to return all equipment at the mutually agreed set time, date, and location in the same condition as it was received. I also agree that the boat will only be taken on the sections of the North Fork of the Holston River agreed to prior to the trip.
6. I represent and warrant that I am at of legal age (18 & older), and any person accompanying me is at least four years old, and is in good physical condition to participate in this trip.
7. I am not relying on any oral or written representation or statements made by the RELEASEES, other than what is set forth in this Agreement. This release shall be binding to the fullest extent permitted by law. I agree that if any portion of this Agreement is held invalid or unenforceable, the remainder shall continue in full force and effect.
8. I consent to the use without compensation of releases of photographs and video recordings made of me or the minor identified below while participating in the Activity and agree that such materials are the sole property of the releases.
9. I agree to be held accountable and pay for all damages (apart from normal wear and tear) to the watercraft and related equipment that I rent. RiverCliff Farms, LLC will determine such damage and cost.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS AND EXPRESS 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.

Print Participant's Name	Participant's Signature	Date	City/State/Zip (Print)	Telephone Number
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FOR PARENTS/ GUARDIANS OF THE FOLLOWING MINORS. 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 Releases, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liability incidents for the following minor'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.

1. Print Minor's Name	Age	2. Print Minor's Name	Age	3. Print Minor's Name	Age
4. Print Minor's Name	Age	5. Print Minor's Name	Age	6. Print Minor's Name	Age
Print Parent/Guardian's Name	Parent/Guardian's Signature	Date	Relationship To Minor(s)	Telephone Number	