



TIE ONE ON for Casting Carolinas DAVIDSON RIVER TEAM CHALLENGE

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of The Davidson River “Tie One On for Casting Carolinas” Team Challenge, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter referred to as Davidson River “Tie One On for CC” Team Challenge), I hereby agree to release, discharge, and hold harmless the said Davidson River “Tie One On for CC” Team Challenge, on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

- 1) I acknowledge that fishing excursions entail risks, both known and unanticipated, which could result in physical or emotional injury, paralysis, death, or damage to me, my property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. One could slip and fall during a hike to and from a fishing location; should your excursion involve fishing from a boat, please be aware that during your journey, white-water rapids may be present, and that negotiating them can result in jarring, bouncing, and being thrown into the river, boats could turn over or you could be separated from the vessel. During the actual fishing experience, the natural topography dictates that there will be steep grades, and rapids; wildlife such as venomous snakes and insects, as well as other dangerous wild animals possibly could be encountered. Exposure to the natural elements can be uncomfortable and/or harmful. Such exposure to the natural elements could cause sunburn, dehydration, heat exhaustion, and/or heat stroke. Further, prolonged exposure to cold water and temperatures can result in hypothermia, and in extreme cases, accidental death or drowning is a possibility.
- 2) Furthermore, Davidson River “Tie One On for CC” Team Challenge’s personnel have difficult jobs to perform. They seek safety and satisfaction of the client’s desires, but they are not infallible. Said personnel might be ignorant of a participant’s fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

- 3) I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- 4) I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Davidson River "Tie One On for CC" Team Challenge from any and all claims and demands, or causes of action, which are in any way connected with my participation in these activities, or my use of Davidson River "Tie One On for CC" Team Challenge equipment or facilities, including any such claims which allege negligent acts or omissions by Davidson River "Tie One On for CC" Team Challenge
- 5) Should Davidson River "Tie One On for CC" Team Challenge, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I hereby agree to indemnify and hold them harmless from such fees and costs.

6) I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or, in the alternative, that I agree to bear such costs of any injury or damage personally. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or in the alternative, that I am willing to assume, and bear the costs of, all risks that may be created, either directly or indirectly, by any such condition.

7) In the event that I institute legal proceedings against Davidson River "Tie One On for CC" Team Challenge I agree to do so only in the state of North Carolina, and I further agree that the substantive law of North Carolina shall apply, regardless of the conflict of law rules for any other state or jurisdiction. I agree that if any portion of this agreement is found to be void, avoidable, or unenforceable for any reason, the remaining portion shall remain in full force and effect.

8) By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found, in a court of law, to have waived my right to maintain a lawsuit against Davidson River "Tie One On for CC" Team Challenge from the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and that I agree to be bound by its terms.

9) I further understand that Davidson River "Tie One On for CC" Team Challenge may use any image of likeness of me for their promotional or other business purposes. I waive any right to my likeness or image recorded during or contemporaneously with my outing with Davidson River "Tie One On for CC" Team Challenge.

Signature of Participant _____ Print name _____ Age ____

Street Address _____ City _____ ST ____

Zip _____ Phone: _____ Date: _____