

For DRC use only Activity Date _____ / Time _____ / Group Name: _____ (# ____)

SWAM LLC, Doing business as Dillsboro River Company (referred to as "DRC")

18 Macktown Rd Sylva, NC 28779

FULL LEGAL NAME OF PARTICIPANT _____
MAILING ADDRESS _____ City _____ ST _____ ZIP _____
EMAIL _____ PHONE NUMBER _____
PRINT FULL NAME OF EMERGENCY CONTACT _____
RELATIONSHIP OF EMERGENCY CONTACT _____ PHONE(S) OF CONTACT _____

PLEASE READ CAREFULLY - Release, Assumption of Risk, Waiver and Indemnity Agreement

THIS RELEASE covers all aspects of renting equipment and / or a guided river trip for a whitewater trip on the Tuckasegee River with SWAM LLC, doing business as Dillsboro River Company (DRC). I understand and agree that participating in this activity, as used in this release, encompasses all aspects of the trip including all preliminary and subsequent matters, for example the pre-trip talk and the transportation from the river after the trip; as well as all on the water activity. I also understand that the specific risks set out in this release are intended as examples and do not limit this release to those specific risks.

I ASSUME THE RISK OF THIS ACTIVITY: I understand that my participation or any minor's participation in this activity involves unavoidable risks, including, for example, the risk of serious bodily injury, permanent disability, paralysis, death, and also damage to my property. These risks may be caused by my actions, any minor child's actions, the actions of others and also include the following which are set out as examples only and are not intended to limit my assumption of risk.

1. The negligence of SWAM LLC, Dillsboro River Company (DRC), officers, employees and agents;
2. Hazards in the river and on shore posed by rocks, trees and man made obstacles; including the shoreline or the bottom of the river;
3. Obstacles not always visible from the boat, including rocks, logs or other debris in the water including the shoreline or the bottom of the river;
4. Errors made by someone guiding my boat or by someone guiding another boat on the river; and
5. The forces of nature include lightening, thunderstorms and changing weather conditions.

I choose to participate in this activity in spite of the risks, whether listed or not, and I agree to accept and assume all responsibility for and risk of personal injury, illness, death or damage to myself, or damage to my property arising from my participation in this activity.

I WAIVE MY RIGHT TO FILE A CLAIM AGAINST: In consideration for DRC renting equipment to me for the agreed upon price, I specifically and voluntarily release, and forever discharge DRC from, and I covenant not to press charges against DRC for, any and all liability or claims for any injury, illness, death or loss of or damage to property that I may suffer while participating in this activity. This release and discharge specifically includes, but is not limited to liability or claims caused by the negligence of DRC.

I ASSUME FULL RESPONSIBILITY FOR MINORS: In addition to the consideration and terms of use stated above, I agree to assume full responsibility for my minor child's participation in this activity, or any minor child for whom I sign as guardian, including without limitation, any injuries to a minor, a minor's property or any injuries to others caused by a minor's participation in this activity, even if I do not accompany the minor on the water. A minor means anyone under the age of 18 at time of registration. I understand and acknowledge this minor and they are the required age of a minimum of 4 years old, or 40 pounds.

I HAVE READ THIS AGREEMENT. I have read this release carefully and I understand that I give up substantial rights by signing it. I represent that I have signed it freely and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that if any portion of this agreement is held to be invalid the rest of the agreement shall continue in full force and effect.

Save the fun for after the run - - NO DRUGS or ALCOHOL: We have the right to search personal belongings that will go in or on our property, including shuttles and boats. In the event that you are not compliant we reserve the right to refuse you use of your equipment and your money will be refunded.

YOUR SIGNATURE _____ DATE _____

If you are under the age of 18, your parent or guardian must execute this form on your behalf.

YOUR PARENT OR GUARDIAN'S SIGNATURE _____ DATE _____