PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

READ BEFORE SIGNING

In consideration of being allowed to participate in any way in outdoor recreational water activities (the "Activities"), I,

_____, acknowledge, appreciate, and agree that:

1. There is a risk of injury from the Activities in which I voluntarily choose to participate including the unavoidable potential for injury, illness, disease, strains, fractures, and may include, without limitation, permanent paralysis, disability and death.
2. I knowingly and freely assume all such risks, dangers, and hazards both known and unknown, whether arising from any action or inaction, including but not limited to negligence by Neuse River Outfitters LLC dba Paddle Creek, Paddle Creek, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, spectators, and if applicable, owners and lessors of premises used to conduct the event ("Indemnified Parties"), myself or any others; or as may arise without negligence on the part of any party, such as due to weather, river conditions, or other unforeseen factors; and I assume full responsibility for my participation in the Activities and for any consequences resulting therefrom.
3. I willingly agree to comply with all terms and conditions for participation and to follow all instructions provided by persons designated by Indemnified Parties. If I observe any unusual hazard during my presence or participation in the Activities, I agree to remove myself from participation and bring such hazard to the attention of the nearest Indemnified Party.
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby voluntarily agree to release, indemnify, discharge, defend, and hold harmless and covenant not to sue any and all Indemnified Parties and their successors, assigns, heirs, and other representatives from any and all claims, demands, losses, expenses (including without limitation reasonable attorney's fees), actions, judgments, and suits asserted against, suffered or incurred by the Indemnified Parties at any time and any and all liability arising out of or related to any injury, disability, illness, or death I may suffer, or loss or damage to any person or property, whether arising from the negligence or any other act or omission of the Indemnified Parties or for any other reason, to the fullest extent permitted by law.

I have read the above release of liability and assumption of risk agreement. I fully understand the terms and understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement. It is my intention to release, hold harmless, and indemnify the Indemnified Parties from all liability for any loss or injury, including but not limited to personal injury, property damage, or wrongful death during or related to my participation in the Activities.

_____ _____ _____/_____/_____
Participants Signature Age Date

_____ _____
E-Mail Address Emergency Contact Name and Phone #

PARENTS/GUARDIANS OF MINOR AGE PARTICIPANTS - UNDER 18 AT TIME OF REGISTRATION

This is to certify that I, as parent/guardian with legal responsibility for _____,

_____, _____, do consent and agree to his/her release as set forth above of all the Indemnified Parties, for and on behalf of myself, my heirs, assigns, personal representatives, and next of kin. I agree to release, indemnify, hold harmless and not to sue the Indemnified Parties for any and all liability for injury, illness, disability, loss, damage, or death suffered by any individual, including without limitation myself and my minor child(ren), during or related to my minor child's involvement or participation in the Activities as provided above, even if arising from my own negligence, the negligence of the Indemnified Parties, negligence of others, acts or omissions by any person, or otherwise, to the fullest extent permitted by law.

_____ _____ _____/_____/_____
Parent / Guardian Signature Age Date

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