

**Whitewater Rafting is a potentially dangerous sport.**  
**ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT**

**Assumption of Risk:** I understand and accept that whitewater rafting is a potentially dangerous activity that exposes me to many hazards. Participating in a whitewater rafting trip entails unavoidable risk of death, personal injury and loss of or damage to property. I also understand I should be in good physical health to participate in a whitewater paddling trip. As I choose of my own free will to participate in this trip in spite of these risks I hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of my participation in such a trip. I fully understand that I will be traveling at my own risk. In addition if I sign as a legal guardian for a participant under the age of 18, I assume these same risks for all participants.

**Waiver And Release:** In consideration of Kentucky Whitewater (KYWW) furnishing services to enable me to make this rafting trip, I specifically release and forever discharge KYWW and its officers, agents, and employees from any and all liability or claims for any injury, illness, death or loss of or damage to property which I may suffer while participating in this whitewater rafting trip. This release and discharge specifically includes, but not exclusively limited to, liability or claims for injury, illness, death or damage caused by accident or the negligence of KYWW or its officers, agents, or employees. It is my intent by completing the Waiver And Release for me or those I am legal guardians of, to release KYWW and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of KYWW or whether based upon breach of contract, breach of warranty, or any other legal theory. In signing this document, I fully recognize that if injury, illness, death or damage occurs to me while I am engaged in this whitewater rafting trip, I will have no right to make a claim or file a lawsuit against KYWW or its officers, agents, guides or employees, even if they or any of them negligently cause my injury, illness, death or damage.

- I acknowledge that for anyone whom I sign as a parent or legal guardian that I am at least eighteen (18) years of age and the individual's legal guardian for which I am responsible.
- I understand that KYWW encourages guests to have their own forms of medical and accident insurance.
- I hereby grant KYWW the right to photograph me participating in these activities for the purpose of promotion and advertising.
- I understand I may not participate in this trip if I am under the Influence of controlled substances like alcohol or drugs.

**I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THIS IS AN ASSUMPTION OF RISK, WAIVER AND A RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY. I ALSO UNDERSTAND THAT I SHOULD NOT AND MAY NOT PARTICIPATE IN THIS ACTIVITY SPECIFICALLY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.**

Check one:    **Upper Russell Fork (Class IV)**\_\_\_\_\_                      **Lower Russell Fork (Class III)**\_\_\_\_\_

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_    Trip Time: \_\_\_\_\_    \_\_\_\_\_ Please initial if you are age 18 or older  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Participant's Signature  
Printed Name (must be legible)  
Street Address  
City / State / Zip Code  
E-Mail Address

**IF RAFTING PARTICIPANT IS UNDER 18, PLEASE FILL OUT THE FOLLOWING:**

\_\_\_\_\_  
Participant's Date of Birth/Age on day of trip \_\_\_\_\_ / \_\_\_\_\_  
Parent or Guardian Signature