

Sign-In Form

*** ONLY USE ONE FORM FOR YOUR PARTY ***

Release Of Liability, Waiver Of Claims, Assumption Of Risk, Headgear Refusal Agreement And Indemnity Agreement Associated With Ellijay River Outfitters Related Activities

I affirm and acknowledge that I understand the inherent hazards and risks, descriptions of these risks aren't complete, associated with rafting, river tubing, swimming, transportation of equipment related to the activities, and traveling to and from activity sites of which I am about to engage in. **Inherent hazards and risks include but are not limited to:**

1. Risk of injury from the activity and equipment utilized in rafting, river tubing, swimming, and related activities is significant including the potential for broken bones; severe injuries to the head, neck, and back; or other bodily injuries that may result in permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others equipment.
3. Hazards related to boats and water activities include but are not limited to: collision, capsizing, sinking, water hydraulics, hidden or obvious obstructions, debris and/or other hazards that may result in wetness, injury, and exposure to elements, hypothermia, impact of the body upon the water, upon rocks, injection of water into my body orifices, marine life forms, drowning, injury and/or death.
4. Running into objects, persons or animals including but not limited to boats, fallen skiers, jet ski, barely submerged logs and stumps and other hazards that are or are not visible until too late.
5. My and others negligence, including but not limited to employees, agents, independent contractors or representatives of Ellijay River Outfitters.
6. Discharge of weapons in or near the area of activity.
7. Injury or death from encountering natural conditions, upon encountering man-made conditions, encountering turbulent water, rapids, sudden narrowing of water channels, vortexes, and rapidly changing water levels. Including but not limited to broken bones, severe injuries to the head, neck and back.
8. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn hypothermia and dehydration.
9. Exposure to outdoor elements, including but not limited to avalanche, rock fall, rising water, inclement weather, thunder and lightning, severe and/or varied wind, temperature severe and/or varied wind, or weather conditions.
10. Attack by or encounter with insects, reptiles, and/or animals.
11. Accidents or illness occurring in remote places where there are no available medical facilities.
12. Fatigue, exhaustion, chill, and/or dizziness, which may diminish: my/our reaction time and increase the risk of accident, my sense of balance, physical coordination, and ability to follow instructions.

In consideration for being permitted to participate in activities listed above I hereby agree, acknowledge, and appreciate that:

1. I hereby release and hold harmless with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by negligence or otherwise, the following named persons or entities, herein referred to as releasee: Ellijay River Outfitters.
2. To release the releasees, their officers, directors, employees, representatives, agents, volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. I'm not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

Protective Headgear Refusal Agreement: Please read and be certain you understand the implications of signing below. For myself and/or on behalf of my child or legal ward have been fully warned and advised by Ellijay River Outfitters that we should wear a properly fitted helmet in order to reduce some or all of our head injuries as the result of a fall or any other occurrence associated with this hazardous activity. We are subject to injury from this activity to which we are exposing ourselves purely voluntarily. **AGAINST THIS ADVICE, WE ARE REFUSING THIS CRITICAL SAFETY PRECAUTION.**

This release shall be binding to the fullest extent permitted by law. Any provision of this release found to be unenforceable, remaining terms shall be enforceable.

I have read this release of liability, waiver of claims, express assumption of risk, headgear refusal agreement and indemnity agreement; and I fully understand its terms, and understand that I have given up legal rights by signing, I sign freely and voluntarily without any inducement.

I, as a parent, guardian, or temporary guardian with legal responsibility for minor participant, do consent and agree to releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

	Name	Sign	Age (circle)	Weight (circle)	Tube Bottom (circle)
1			0-17 18+	30-50 50-90 90+	Open Solid
2			0-17 18+	30-50 50-90 90+	Open Solid
3			0-17 18+	30-50 50-90 90+	Open Solid
4			0-17 18+	30-50 50-90 90+	Open Solid
5			0-17 18+	30-50 50-90 90+	Open Solid
6			0-17 18+	30-50 50-90 90+	Open Solid
7			0-17 18+	30-50 50-90 90+	Open Solid
8			0-17 18+	30-50 50-90 90+	Open Solid
9			0-17 18+	30-50 50-90 90+	Open Solid
10			0-17 18+	30-50 50-90 90+	Open Solid

List additional participants on back

Trip (circle): Tube (\$10) Sit-On-Top Kayak (\$25) Sit-In Kayak (\$25) Date: _____

Total number of participants in your party: _____ Group Name: _____ Phone: _____

Total number of connection straps: _____ Total number of paddles: _____

*** ONE ID FOR A DEPOSIT WILL BE REQUIRED WHEN PAYING ***