

**Allsouth Tubing, LLC / DBA: \$10 River Tubing**

**Participant Release of Liability, Waiver of Claims, Assumption of Risk, Headgear Refusal Agreement and Indemnity Agreement**

I affirm and acknowledge that I understand the inherent hazards and risks, descriptions of these risks aren't complete, associated with kayaking, canoeing, rafting, river tubing, swimming, transportation of equipment related to the activities, traveling to & from activity sites of which I am about to engage in, & related activities. **Inherent hazards & risks include but are not limited to:** 1.Risk of injury from the activity and equipment utilized in kayaking, canoeing, 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 &/or malfunction of my own or others equipment. 3.Hazards related to boats & water activities include but are not limited to: collision, capsizing, sinking, water hydraulics, hidden or obvious obstructions, debris &/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 &/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 Allsouth Tubing, LLC. 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 & back 8.Cold weather & heat related injuries and illness including but not limited to frostnip, frostbite, heat exhaustion, heat stroke, sunburn hypothermia & dehydration. 9. Exposure to outdoor elements, including but not limited to avalanche, rock fall, rising water, inclement weather, thunder and lightning, severe &/or varied wind, temperature severe &/or varied wind, or weather conditions. 10. Attack by or encounter with insects, reptiles, &/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, & 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: Allsouth Tubing, LLC. 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 Allsouth Tubing LLC 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.**

**Notifications:** Participants must be able to swim, Minimum participant age is 5, Properly sized Life vest are encouraged to be worn by everyone and must be worn by anyone under 13, 13 year old and under must be accompanied by an adult, No more than two children can be accompanied by one adult, If lightning occurs get out of water to a low point away from trees, If capsized hold on to floatation device and float or swim to area where you can easily stand, If your experience dam release conditions get out of the river, No glass containers or Styrofoam allowed on river, River temperature remains 55° on average. If exposed to cold water there is a risk of hypothermia. Contact 911 and Allsouth Tubing, 678-349-6880, in case of an emergency. Pets must be kept on a leash and waste collected.

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 releases from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

| Print Name | Sign (If Minor Must Guardian Sign) | Age (Circle)   | Weight (Circle) | Tube Type (Circle) |
|------------|------------------------------------|----------------|-----------------|--------------------|
| 1          |                                    | 5-12 13-17 18+ | 30-50 50-90 90+ | Raft Open Closed   |
| 2          |                                    | 5-12 13-17 18+ | 30-50 50-90 90+ | Raft Open Closed   |
| 3          |                                    | 5-12 13-17 18+ | 30-50 50-90 90+ | Raft Open Closed   |
| 4          |                                    | 5-12 13-17 18+ | 30-50 50-90 90+ | Raft Open Closed   |
| 5          |                                    | 5-12 13-17 18+ | 30-50 50-90 90+ | Raft Open Closed   |
| 6          |                                    | 5-12 13-17 18+ | 30-50 50-90 90+ | Raft Open Closed   |
| 7          |                                    | 5-12 13-17 18+ | 30-50 50-90 90+ | Raft Open Closed   |
| 8          |                                    | 5-12 13-17 18+ | 30-50 50-90 90+ | Raft Open Closed   |
| 9          |                                    | 5-12 13-17 18+ | 30-50 50-90 90+ | Raft Open Closed   |
| 10         |                                    | 5-12 13-17 18+ | 30-50 50-90 90+ | Raft Open Closed   |
| 11         |                                    | 5-12 13-17 18+ | 30-50 50-90 90+ | Raft Open Closed   |
| 12         |                                    | 5-12 13-17 18+ | 30-50 50-90 90+ | Raft Open Closed   |

| Tube Trip (Circle) |                |                      |
|--------------------|----------------|----------------------|
| 2 Hour<br>\$10     | 4 Hour<br>\$14 | Shuttle Only<br>\$10 |

| List Number Of Each Tubing Rental Upgrade |                        |                      |
|---|------------------------|----------------------|
| Paddle (\$2)                              | Connection Strap (\$1) | Waterproof Bag (\$3) |
|   |                        |                      |

Date: \_\_\_\_\_ Group Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

**\*\*MINIMUM AGE IS 5\*\***

**\*\*ONE ID PER GROUP FOR A DEPOSIT IS REQUIRED \*\***

| OFFICE USE ONLY |   |      |   |   |   |   |
|-----------------|---|------|---|---|---|---|
| B               | P | Time | S | R | O | C |