



P.O. BOX 23772 • Chattanooga, TN 423.708.5460

LIABILITY WAIVER AND RISK ASSUMPTION AGREEMENT

BY SIGNING THIS DOCUMENT (HEREAFTER REFERRED TO AS THE “AGREEMENT”) YOU ARE REPRESENTING THAT YOU HAVE READ THIS AGREEMENT IN FULL, HAVE HAD SUFFICIENT TIME TO READ AND FULLY UNDERSTAND THIS AGREEMENT AND ITS LEGAL IMPLICATIONS, AND ACKNOWLEDGE THAT YOU ARE WAIVING IMPORTANT LEGAL RIGHTS. YOU FURTHER ACKNOWLEDGE THAT THIS WAIVER WAS PREVIOUSLY MADE AVAILABLE FOR REVIEW IN ADVANCE OF THE ACTIVITY AT WWW.TVCCPADDLER.COM AND SUFFICIENT TIME WAS PROVIDED TO CONSULT WITH AN ATTORNEY IF YOU DEEMED SUCH WAS NECESSARY.

BY SIGNING THIS AGREEMENT, YOU RECOGNIZE THAT WATER RELATED ACTIVITIES ARE INHERENTLY DANGEROUS AND CAN LEAD TO SEVERE PHYSICAL INJURY, DISABILITY AND/OR DEATH AND THAT YOU HAVE, TO THE BEST OF YOUR ABILITIES, CONSULTED WITH RELIABLE SOURCES UNRELATED TO THIS ACTIVITY AND UNRELATED TO THE TENNESSEE VALLEY CANOE CLUB REGARDING THE DANGERS OF THE ACTIVITY AND FULLY UNDERSTAND THE RISKS AND DANGERS ASSOCIATED WITH THIS ACTIVITY.

1. Acknowledgement of Activity Participation, Medical Condition, Termination Policy

- a. I, the undersigned (hereinafter occasionally referred to as “Participant, I, myself, me, my, any persons to be included with my membership, my children, spouse, significant others and any persons participating under the membership in which I am registering”), and if signing as a guardian or parent of a minor, then on behalf of yourself and your minor (also referred collectively as “Participant, I, myself, me, my”), hereby acknowledge that I am participating in an activity for which the Tennessee Valley Canoe Club (referred to herein as “TVCC”) may be organizing, sponsoring, furnishing equipment, providing services, or providing support which requires physical exercise, including without limitation, rafting, kayaking, stand-up paddle boarding, canoeing, body boarding, any other form of water based activity or water based modality, hiking, rappelling, swimming, and other physically strenuous activities (herein referred to as the “Activity” and “Activities”).
- b. By signing this Agreement, I certify that I am in good health and physical condition and do not suffer from any disability which would prevent my participation in the Activity. That if I have a health or physical condition which may affect my ability to consult in the Activity, I have consulted with my doctor who has approved of my participation in this

Activity. I also fully understand that I may injury myself or become injured because of my participation in the Activity and that certain injuries may result in death or permanent physical disability.

- c. I also acknowledge and agree that my participating in any Activity may be terminated immediately if TVCC or any of its officers, board members, organizers, volunteers, directors, representatives, or anyone deemed an agent (collectively "TVCC Parties"), in their sole discretion, determine that I am unable to safely participate in the Activity for any reason, that I pose a danger to others by being engaged in the Activity, or that I am under the influence of alcohol or drugs.

2. Risk Acknowledgement, Indemnity, Release

- a. In consideration of my participation in the Activity, I hereby assume all risks, known and unknown, associated with the participation in the Activity, including but limited to, any injuries or death resulting from, or as a consequence of, in part or in whole: the use of vehicles used or intended to be used to transport persons and/or property before, during and after the Activity; the loading and unloading of personal property; slip/trip and falls; contact with other participants, third parties, and TVCC Parties; contact with the personal property of other participants, third parties, and TVCC Parties; the conditions of the Activity site, including hazards that are known or unknown; the use and implementation of any rescue equipment (ropes, pulleys, flotation devices, carabiners, boats, paddles, etc.); the use or implementation of any rescue techniques or first aid, regardless of whether such technique or action conforms to industry standards and regardless if such technique or first aid is deemed necessary or advisable; the providing of any recommendations, directions, instructions, and guidance relating to engaging in the Activity by any TVCC Parties.
- b. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official TVCC Party immediately.
- c. To the fullest extent permitted by law, I hereby agree to indemnify, hold harmless and defend TVCC Parties, the Tennessee Valley Authority, U.S. Forest Service, TN State Parks, NC State Parks, GA State Parks, AL State Parks, the United States of America, and other federal or state governmental agencies or other entities who may have interest in any river, lake, or other real property or waterway on which the Activity takes place (individually and collectively referred to herein as the "Indemnified Parties") from and against any and all claims, losses, damages, expenses and other liabilities (including, but not limited to, court costs and attorney's fees) arising out of or resulting in whole or in part from my participation in the Activity.
- d. I for myself and anyone entitled to act on my behalf, including but not limited to heirs and successors, hereby RELEASE, WAIVE AND FOREVER DISCHARGE the Indemnified

Parties from any and all claims, losses, damages, expenses and other liabilities of any kind arising out of my participation in the Activity even if such claims, losses, damages, expenses and other liabilities arise out of negligence or carelessness on the part of any or all of the Indemnified Parties.

3. Risk Acknowledgement, Indemnity, Release as to Communicable Diseases (Including Covid-19)

- a. Participation in the Activity includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19 and variants of these diseases. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and, I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases.
- b. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official TVCC Party immediately.
- c. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS TVCC, TVCC Parties, their officers, officials, agents, and/or other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (“RELEASEES”), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

4. Conflicts between Agreements and Conflicts of Laws

This Agreement is intended to be a freestanding legal document. However, to the extent that the Activities engaged in also are considered by a court of competent jurisdiction to be indemnified and insured through the Paddlesports Risk Management LLC (referred to herein as the “PRM”) and its associated insurance coverage, this Agreement shall be deemed a supplementary Agreement to any PRM waiver(s) and agreements with the Participant (referred to herein as the “PRM Waivers”). To the extent there exists a conflict in terms between the PRM Waivers and this Agreement and the Activity is deemed by a court of competent jurisdiction to be an indemnified activity through the PRM then the terms of the PRM Waiver shall supersede this Agreement and all remaining portions of this Agreement shall remain in full force and effect to the fullest extent permitted by applicable law.

However, if a court of competent jurisdiction determines that any Indemnified Parties are not indemnified through TVCC’s agreements with the PRM and its associated insurance coverage then this Agreement shall remain in full force and effect, without modification for any conflict

in terms with the PRM Waivers but solely as to the Indemnified Parties whom are deemed not to be an indemnified party through the PRM and insurance.

If any portion of this Agreement is invalidated on any ground by any court of competent jurisdiction, to be excessive in scope or otherwise invalid or unenforceable, such provision shall be adjusted rather than voided, if possible so that it is enforceable to the maximum extent possible, and the validity and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.

5. Media Release

I hereby grant and convey to TVCC and its authorized representatives all right, title and interest I may have in any and all photographs, video recordings, and other recording devices made during or about the Activity, and TVCC shall have the right to use such recordings for any and all purposes, an unlimited number of times and in perpetuity by any and all means and media, now and hereafter created.

6. Medical Emergencies Authorization and Release

- a. I hereby give permission to the Indemnified Parties, TVCC Parties, and any other participant in the Activity to contact emergency services for help, whether or not the Indemnified Parties, TVCC Parties, and any other participant in the Activity contacted my emergency contact and give permission to a licensed physician or other licensed medical provider to provide emergency response treatment, including but not limited to hospitalization, injection, anesthesia and/or surgery.
- b. I hereby RELEASE, WAIVE AND FOREVER DISCHARGE the Indemnified Parties and participants from any and all claims, liabilities, causes of action, damages, demands, judgments, executions, liens and costs whatsoever in law or equity, including, without limitation, liability for death or bodily injuries to any person or damage to any property resulting from any (i) claims made against medical providers of emergency services under this authorization, or (ii) against the Indemnified Parties, TVCC Parties, and any other participant for obtaining emergency medical services for me pursuant to this authorization and waiver.

7. Duration of Waiver

This Agreement is intended to cover all Activities in which the Participant engages that involve TVCC Parties within 365 days from the date the Participant or its Guardian/Parent on behalf of Participant executed this Agreement. This Agreement shall remain in full force and effect in perpetuity for any and all claims which arose from the events that occurred during the 365-day period of time from the date this Agreement is signed, regardless of the date upon which the claims were discovered.

8. Jurisdiction and Venue

The Participant, and anyone entitled to act on the participants behalf, including but not limited to heirs and successors, parents and guardians, hereby agree that this Agreement shall be deemed to have been made and entered into in Hamilton County, Tennessee and that the laws of the State of Tennessee shall govern this Agreement and any acts or omissions relating to the activities with TVCC Parties or Indemnified Parties, without regard to conflict of laws principles.

Jurisdiction and Venue is exclusively limited in any proceeding by the Participant, and anyone entitled to act on the Participants behalf, including but not limited to heirs and successors, parents and guardians to enforce the rights hereunder or any claims relating to any activities, acts or omissions with TVCC Parties or Indemnified Parties to the Hamilton County, Tennessee. The Participant on behalf of himself/herself and their heirs and successors and any parent or guardian signing this Agreement on behalf of the Minor Participant hereby waive any objections to the jurisdiction and venue of the Courts in and for Hamilton County, Tennessee, including any objection to personal jurisdiction, venue, and/or forum non-conveniens, in any proceeding by the Participant.

9. Entire Agreement

The signatures at the bottom of this page are an acknowledgement that the Participant or Guardian/Parent (as applicable) has reviewed the entirety of this Agreement which consists of 6 pages and agrees that regardless of whether the Participant or Guardian/Parent initialed the foregoing pages agrees to be bound by the terms contained in all pages of this Agreement. Furthermore, it is agreed that any and all verbal statements and representations made by any parties to this Agreement will not modify the terms of this Agreement.

YOUR AGREEMENT TO BE BOUND TO THE TERMS OF THIS AGREEMENT IS A MATERIAL INDUCEMENT TO THE TENNESSEE VALLEY CANOE CLUB PERMITTING YOUR ENGAGEMENT IN THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT.

Printed Name of Participant: _____ / Date: _____

Signature/eSign of Participant: _____ / Date: _____

10. For Parents/Guardians of Participants of Minority Age (Under The Age of 18)

By signing this document I hereby certify that I am the legal parent/guardian with legal responsibility for the Minor Participant, and do consent and agree to his/her release as provided above of all the Indemnified Parties, TVCC Parties, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Indemnified Parties from any and all liabilities incident to my minor child's involvement or participation in the Activities as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE INDEMNIFIED PARTIES, to the fullest extent permitted by law.

I AGREE THAT BY DIGITALLY SIGNING MY NAME OR AFFIXING AN ALTERNATIVE DIGITAL SIGNATURE ON TVCC WEBSITE MEMBERSHIP REGISTRATION THAT I HEREBY ACKNOWLEDGE AND AGREE TO BE BOUND BY THIS AGREEMENT AND THAT SUCH SIGNATURE IS LEGALLY AUTHORIZED UNDER THE UNIFORM ELECTRONIC TRANSACTIONS ACT AND TENN. CODE TITLE 47, CHAPTER 10 (2019)

Printed Name of Parent/Guardian: _____ / Date: _____

Signature/eSign of Parent/Guardian: _____ / Date: _____