

RIVER ISLAND VENTURE RESORT, LLC (dba RIVER ISLAND ADVENTURES)

ASSUMPTION OF RISK, RELEASE OF LIABILITY AND PARTICIPANT AGREEMENT

In consideration of being allowed to use the facilities and participate in events and activities including but not limited to: kayaking, motorized boat tour, tree platforms, zip lines, climbing, hiking, any water sport activity, tree swings, camping (hereinafter collectively referred to as Activities) of River Island Venture Resort LLC, DBA River Island Adventures, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as RIVR), I hereby agree to release, indemnify and discharge RIVR, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

PARTICIPANT AGREEMENT

(a) Participants have a duty to act as would a reasonably prudent person when engaging in recreational activities.

(b) No participant may:

(1) Board upon or embark upon any Activities while intoxicated or under the influence of intoxicating beer, intoxicating beverages or controlled substances; or

(2) Fail to advise the trip guide of any known health problems or medical disability and any prescribed medication that may be used in the treatment of such health problems during the course of the Activities.

(3) Engage in harmful conduct or willfully or negligently engage in any type of conduct which contributes to or causes injury to any person or personal property; or

(4) Perform any act which interferes with the safe running and operation of the Activities, including failure to use safety equipment provided by RIVR or failure to follow the instructions of the trip guide in regard to the safety measures and conduct requested of the participants; or

(5) Fail to inform or notify the trip guide of any incident or accident involving personal injury or illness experienced during the course of any Activities. If such injury or illness occurs, the participant shall leave personal identification, including name and address, with an agent or employee of RIVR.

AUTHORIZATION

I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the Activities. I agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

I hereby authorize RIVR, its representatives, and employees the right to take photographs and video of Participant in connection with Participant's participation in the Activities. Participant hereby authorizes RIVR to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that RIVR may use such photographs and video of Participant for any lawful purpose, including but not limited to advertising and online content.

RELEASE OF LIABILITY

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless RIVR from any and all claims, demands, or causes of action, which are in any way connected with my participation in the Activities or my use of RIVR's equipment or facilities, **including any such claims which allege negligent acts or omissions of RIVR.**

In the event that I file a lawsuit against RIVR, I agree to do so solely in the state of South Carolina, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. Should RIVR or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. If medical evacuation, including ambulance or helicopter, due to new or existing medical conditions is arranged by RIVR, I agree to reimburse RIVR for charges.

I further certify that I am willing to assume the risk of any medical or physical condition I may have and will not hold RIVR responsible for any harm occurring wholly or partially as a result of any existing health problems including, but not limited to: reactions to bee stings or the constriction of airways due to cold weather or asthma,

broken bones due to osteoporosis, hemophilia, heart disease, high blood pressure, pregnancy, loss of stamina or coherency due to diabetes.

ASSUMPTION OF RISK

I acknowledge that my voluntary participation in these Activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, property, or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Activities.

The risks include, among other things:

- hazards of traveling on a raft, boat, board, canoe or kayak in normal, rough or flooded river conditions
- hazards of walking on wilderness trails (tripping hazards, thorns, briars, poison oak/ivy, etc.)
- bites/stings from animals or insects (mosquitoes, wasps, dogs, chiggers, alligators, snakes, etc.)
- hazards of jumping, diving or being thrown into unfamiliar water with unknown and/or submerged hazards
- hazards of rafts, kayaks, boards or boats flipping or dumping guests
- diseases or viruses from contaminated water, objects or people (ex. coronavirus, Naegleria fowleri)
- strains, sprains, fractures, punctures, paralysis, eye injuries, heat stroke, sunburn, drownings or death
- loss or damage to personal property
- illnesses, or injury in remote places without medical facilities
- failure of or lack of: communication, recreation equipment or safety equipment
- falls from man-made platforms or natural cliffs
- hazards of loading or unloading people or materials from vehicles, boats, swings, docks or platforms
- hazards from the force of nature (falling limbs or trees, lightning, hurricane, tornado, etc.)

Furthermore, I understand that RIVR guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used may malfunction. I expressly agree and promise to accept and assume all of the risks existing in these Activities. My participation in these Activities is purely voluntary, and I elect to participate in spite of the risks.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in these Activities, I may be found by a court of law to have waived my right to maintain a lawsuit against RIVR on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ Signature of Participant _____

Phone _____ Date _____

Foot protection and life vests MUST be worn on the river at all times

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by RIVR to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless RIVR from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent/Guardian Printed Name _____ Signature _____ Date _____