READ CAREFULLY

WAIVER AND RELEASE OF LIABILITY

HIGH COUNTRY ADVENTURES, INC.

In consideration of the TVA, the United States of America, the State of Tennessee and High Country Adventures, Inc. furnishing services and/or equipment to enable me to participate in Whitewater Sports, Adventure Hikes, Lake Kayak Tours, Ropes Course, Rock Climbing, Caving, Back Packing or any other outdoor activity, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards, and such exists in my use of High Country Adventures, Inc. equipment and my participation in Whitewater Sports, Adventure Hikes, Lake Kayak Tours, Ropes Course, Rock Climbing, Caving, Back Packing or any other outdoor activity; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of the TVA, the United States of America, the State of Tennessee, and High Country Adventures, Inc. the negligence of the participants, the negligence of others, accidents, breaches of contract, the force of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail or river route location, and water level, risks of falling out of or drowning while in a raft, canoe, or kayak, and such other risks, hazards, and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of the TVA, the United States of America, the State of Tennessee, and High Country Adventures, Inc., or by any other person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the TVA, the United States of America, the State of Tennessee, and High Country Adventures, Inc. and it's owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of High Country Adventures, Inc. equipment or my participation in Whitewater Sports, Adventure Hikes, Lake Kayak Tours, Ropes Course, Rock Climbing, Back Packing, Caving or any other outdoor activity; I specifically understand that I am releasing, discharging and waiving any claims or actions that I may presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of the TVA, the United States of America, the State of Tennessee, and High Country Adventures, Inc.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE THE TVA, THE UNITED STATES OF AMERICA, THE STATE OF TENNESSEE, AND HIGH COUNTRY ADVENTURES, INC. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

_____ _____ _____

Signature Age Date

_____ _____

Signature of parent or guardian (if less than 18 yrs. old) Date & time of trip

THE FOLLOWING MUST BE COMPLETED LEGIBLY BY ALL PARTICIPANTS:

NAME_____

ADDRESS_____

CITY_____ STATE_____ ZIP_____

HOME PHONE_____ WORK PHONE_____