

WAIVER AND RELEASE OF LIABILITY FORM

In consideration of Piney River Escape furnishing services to enable participation in swimming, camping or any other activity, I agree as follows:

1. I fully understand and acknowledge that outdoor recreational activities: (a) have inherent risks, dangers and hazards and such exist in the use of Piney River Escape's premises and such activities; (b) participation in such activities and/or use of such premises 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 others, accidents, breaches of contract, forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to weather, trial or river route location, water level, drowning, and such risk hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and (d) participation in these activities and/or use of the premises, 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 Piney River Escape or by any other person.

2. I on behalf of my child, myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Piney River Escape and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of service of otherwise which may arise out of my use of the premises or participation in any and all activities.

3. I specifically understand that I am releasing, discharging and waiving any and all claims or actions that I may have presently or in the future for the negligent acts or conduct by the owners or employees of Piney River Escape. The venue of any dispute that may arise of this agreement or otherwise between the parties to which Piney River Escape or its agents is a party shall be either the Tennessee justice Court or the County of State Supreme Court in Hickman County.

4. I have been advised that my child must wear an approved flotation device while in or around the water.

I have read the above waiver and release and by signing it, agree, it is my intention to exempt and relieve Piney River Escape from liability for personal injury, property damage or wrongful death caused by negligence or any other cause.

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