

COOSAWATTEE RIVER TUBING COMPANY

Rules and Regulations

Tube at Your Own Risk

Waiver

Absolutely, no customer will be allowed to participate in river trips with Coosawattee River Tubing Company without acknowledging these rules and signing a waiver.

Clothing

Securely fitting shoes to avoid foot injury, old tennis shoes will work best, flip flops are not suitable. Coosawattee River Tubing company will not have shoes available, so be sure to bring your own shoes. Swimsuits or t-shirt and shorts are recommended.

Life Jackets

All tubers must wear a securely fitted life vest at all times. Life vests will be provided by Coosawattee River Tubing Company

Eye-glasses/Jewelry

It is recommended to use a securing retainer of some type to prevent loss on river. It is not recommended that jewelry of any type be worn due to risk of loss. Tubing Company will not be held responsible lost articles whatsoever.

Alcohol, Glass container, Coolers, or Illegal Substances

Any customer who appears to be under the influence of alcohol or drugs will not be allowed to go on any tubing trip. No alcohol, glass containers, coolers, or illegal substances will be allowed on any part of trip, whether on shuttle, on the water, etc.

Steering Tube

Sit your bottom in middle of tube, lean back, and paddle with your hands while kicking your feet.

Wildlife

Any river is home to all sorts of wildlife. Be aware of your surroundings and stay away from any critters you may see along the way. It is recommended to stay clear of the side of river and tree branches.

Falling from Tube

Should you fall off tube at any time, try to get back on tube as soon as possible. Avoid standing up as there are obstacles and rocks at your feet that are not visible to the eye.

Loss Or Damage Of Tube/Security Deposit

If you should lose or damage your tube, you will be charged \$20.00. Instead of a \$20.00 cash deposit, Coosawattee River Tubing Company will hold a driver's license and credit card number, which will be returned to you upon rental equipment return.

Take Out Point

Take out point sign will be posted at end of trip just before metal bridge. **Under NO CIRCUMSTANCES should you go beyond metal bridge.** It is important to stay with the group you entered the water with as shuttles only run at specified times. Exit water and proceed to pickup area. Shuttle will be waiting or will arrive shortly.

Leaving The Water

It is important to remember that the property on either side of the river is private property. You should avoid exiting the water except in case of an emergency.

RELEASE OF LIABILITY COOSAWATTEE RIVER TUBING/KAYAKING

I, the undersigned, desire to voluntarily participate in the Coosawattee River Tubing/Kayaking and motor vehicle travel to and from the Tubing/Kayaking facility (hereinafter collectively referred to as "Tubing/Kayaking") offered by Coosawattee River Resort Association, Inc. (hereinafter "CRRA"). I represent that I am knowledgeable with regard to Tubing/Kayaking and the risks of personal injury or property damage to myself and to others which may be associated with Tubing/Kayaking. Notwithstanding these risks, I wish to assume them by voluntarily participating in Tubing/Kayaking and in any associated travel provided by CRRA.

I understand and am aware that Tubing/Kayaking can be a hazardous activity. I understand that Tubing/Kayaking and the use of Tubing/Kayaking equipment involves a risk of injury to any and all parts of my body. I hereby agree to freely and expressly assume and accept any and all risks of injury or death resulting from use of this equipment. I have made no misrepresentations to CRRA regarding my health or ability.

I accept for use "as-is" the Tubing/Kayaking equipment and accept full responsibility for the care of this equipment. There are **NO WARRANTIES**, express or implied, which extend beyond the description of the Tubing/Kayaking equipment listed herein.

In consideration of CRRA offering this opportunity to utilize CRRA Tubing/Kayaking equipment and allowing me to participate in Tubing/Kayaking on the Coosawattee River, the receipt and sufficiency of said consideration being hereby acknowledged, I hereby do release, relieve, discharge and hold harmless CRRA, its officers, trustees, employees, agents and representatives from any and all liability, whether for personal injury, property damage, or other injury, arising out of or in connection with participation in Tubing/Kayaking and any travel associated with Tubing/Kayaking including damage or injury resulting from CRRA's negligence and/or natural conditions. (Please initial _____).

This document constitutes the final and entire agreement between CRRA and myself. I have carefully read this agreement and Release of Liability and fully understand its contents. I am aware that this is a Release of Liability between myself and CRRA and I sign it of my own free will.

IF THE PARTICIPANT IS NOT 18 YEARS OF AGE OR OLDER, THIS RELEASE MUST ALSO BE SIGNED BY THE PARTICIPANT'S PARENT(S) OR LEGAL GUARDIAN.

Date

Print Name

Witness

Signature

Parent(s)/Legal Guardian Signature