WHITEWATER RAFTING **DATE _____**

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK

In consideration of the services of Zoar Outdoor Adventure Resort, Inc., 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 "Zoar"), I hereby agree to release and discharge Zoar, on behalf of myself, my children, my parents, heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that my participation in outdoor adventure-based activities such as zip line canopy tours, biking, river rafting, canoeing, kayaking, and rock climbing entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Furthermore, Zoar guides, instructors, facilitators 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 might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Zoar from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Zoar's equipment, vehicles, facilities, or premises before, during, and after this activity including any such claims which allege negligent acts or omissions of Zoar.
4. Should Zoar 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.
5. 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. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume -- and bear the costs of -- all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against Zoar, I agree the Venue of any dispute that may arise out of this agreement or otherwise between the parties to which Zoar or its agents is a party shall be either the town of Charlemont, Massachusetts Justice Court or the County or State Supreme Court in Franklin County, Massachusetts. I further agree that the substantive law of Massachusetts shall apply in that action without regard to the conflict of law rules of that state.

I do hereby consent to the use of my image by Zoar Outdoor for any and all purposes, including without limitation video, still photographs, publication, and any trade or advertising purposes, providing such uses are not made so as to constitute a direct endorsement of any product or service.

By signing this document, I acknowledge that if anyone is hurt or property is damaged before, during or after my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Zoar 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.

I hereby declare that I am not under the influence of, nor will I use any recreational drugs or alcohol, while participating in any activity at Zoar Outdoor.

Signature of Participant: _____ **Print Name:**_____

Address: _____**City:** _____**State:** _____**Zip:** _____

Phone: _____ **Email address:** _____

Don't forget to fill out the back....

WHITEWATER RAFTING **DATE _____**

MEDICAL INFORMATION

DO YOU HAVE ANY PREEXISTING MEDICAL CONDITIONS?
(Please list conditions such as allergies, recent surgery, conditions that require medication, circulatory or respiratory conditions, and any other conditions that you may have.)

NO _____ YES _____

IF YES, PLEASE EXPLAIN:_____

_____

DUE TO HEALTH RISKS, PREGNANT WOMEN WILL BE PROHIBITED FROM PARTICIPATING IN ZOAR OUTDOOR ACTIVITIES.

The following statement is required by state law: "Before placing your order, please inform your server if a person in your party has a food allergy."

We do not use nuts in our food, but can not guarantee that the ingredients in our meals do not contain nuts or other food allergens. If you have food allergies or other special dietary needs, we strongly suggest you bring your own bag lunch in non-glass containers and we will pack it with the other lunches on your trip. Please inform our staff if you intend to do this.

PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by Zoar to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Zoar 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.

I understand and agree that Zoar Outdoor can not be responsible for supervision of minors when they are not actively participating in our programs. At all times, supervision of minors is the responsibility of the group leaders, parents or guardians.

Parent's or Legal Guardian's Signature:_____

Print Name:_____

6/25/11 cherry