

WARNING, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY AGREEMENT

READ CAREFULLY BEFORE SIGNING!

Lazy Otter Outfitters LLC, herein referred to as "Lazy Otter"

In consideration of the opportunity to rent or otherwise use certain equipment and/or participate in Activities offered by Lazy Otter, Undersigned acknowledges, understands and agrees that by signing this Agreement Undersigned is assuming risks, waiving rights and releasing any claims against Lazy Otter that may evolve from Participant's involvement in Lazy Otter Activities, use of the land upon which Lazy Otter is located, or use of its equipment, rented or otherwise.

The services and Activities of Lazy Otter include, but are not limited to, renting equipment and providing trips (including guided trips) by raft, tube, canoe, standup paddle board (SUP) or kayak (cumulatively referred to as "watercraft"), as well as activities taking place on or at 10 Banner Farm Road, Mills River/Horse Shoe, NC ("Property"), on and along the French Broad River. Activities associated with these services may include travel by water, swimming, wading, hiking, fishing, climbing on rocks and slopes, camping, portaging (carrying the watercraft), and vehicular travel to and from the Activities. The hazards and risks of the Activities include, but are not limited to the following: Entering, exiting and operating the watercraft; moving water which may be fast, deep, cold, and subject to rapid change; objects and challenges which may be encountered in and out of the water, and which may not be obvious, including debris, trees, rocks, boulders, dams, bridges, and other hazards; feet and other parts of the body may become entrapped in or under rocks and other objects; Participants may strike or be struck by objects, other watercraft, and other persons, in and outside of the watercraft; encountering animals and wildlife, including poisonous reptiles, and poisonous plants; and swimming in unfamiliar surroundings may cause entrapment, injury from slips and falls and drowning. THE ACTIVITIES DESCRIBED HEREIN, AND ALL OTHER ACTIVITIES PARTICIPANT MAY ENGAGE IN VIA LAZY OTTER AND ITS EQUIPMENT AND SERVICES ARE HAZARDOUS AND INHERENTLY DANGEROUS ACTIVITIES WHICH CAN RESULT IN SERIOUS INJURY OR DEATH.

UNDERSIGNED UNDERSTANDS AND AGREES THAT THE ACTIVITIES ENGAGED IN ARE OUTDOORS AND INVOLVE CERTAIN DANGERS AND RISKS THAT CAN LEAD TO SERIOUS INJURY AND EVEN DEATH. Such dangers and risks include, without limitation, rapidly changing weather conditions, exposure to the sun, rain, snow, hail and lightning, falling limbs and trees, the risks involved with rescue operations and/or medical care conducted by personnel, wildlife encounters, steep slopes, and uneven terrain. Undersigned further understands and agrees that certain of the Activities in which Participant will be engaged involve risks, known or unknown, inherent or otherwise, in addition to those stated herein.

Lazy Otter has made no effort to determine, and accepts no responsibility for, medical, physical or other qualifications or the suitability of the Participant or other Participants, for the Activities. Participant, and the parent or guardian of a Minor Participant, accepts full responsibility for determining Participant's medical, physical or other qualifications or suitability for participating in the Activities. Lazy Otter is not responsible for the water conditions, routes, camp sites, or other activities of renters of its equipment.

Alcohol will, and other substances may, impair judgment and reduce a Participant's ability to effectively manage the risks of water travel and other Activities. Participants should inspect unfamiliar rapids and other hazards before attempting to pass through or over them. **Participants under the age of 13 must always wear a fastened life jacket PFD** (personal floatation device) while on or near any waterways, and all other Participants are recommended to do so while on the water. Failure to adhere to these and other safety precautions may result in serious injury or death.

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UNDERSIGNED AGREES THAT LAZY OTTER IS NOT RESPONSIBLE FOR ANY DAMAGED, LOST OR STOLEN PERSONAL PROPERTY, INCLUDING PARKING OF VEHICLES ON THE PROPERTY OF LAZY OTTER.

By signing this Agreement, Undersigned on his/her own behalf or, if applicable, on behalf of Minor Participant, acknowledges the risks and dangers associated with the Activities and the use of the equipment and, as a condition to Participant engaging in the Activities and/or using the equipment, agrees to: (1) **ASSUME ANY AND ALL RISKS OF INJURY, DEATH AND DISEASE** to Participant while or as a result of participating in the Activities; (2) **WAIVE, RELEASE, and NOT SUE, NOR MAKE ANY CLAIMS OR FILE ANY ACTIONS against LAZY OTTER**, as well as any owner, operator, representative, employee, insurance carrier, subsidiaries, affiliates, shareholders, members, officers, directors, representatives, assignees, employees, volunteers and agents of the Lazy Otter, and the owner of the property upon which Lazy Otter is located and operating (hereinafter the "Releasees") based on or that result from, in whole or in part, participation in the Activities; (3) **INDEMNIFY, DEFEND AND HOLD** Releasees harmless from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to participation in the Activities and any loss, damage or injury, including death or disease, that may be sustained by Participant or caused to others or their property by Participant.

Undersigned gives Lazy Otter permission to take and use photographs, video recordings, or other images of Participant taken during Activities and use and sublicense such material for any purpose in promoting in print, brochures, online, social media, advertisements, films or videos and/or presentations of any sort.

ALL claims arising from or related to any Activities at the Lazy Otter shall be GOVERNED BY NORTH CAROLINA LAW and EXCLUSIVE JURISDICTION/VENUE shall be in Henderson County, North Carolina. This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable.

If applicable, THE UNDERSIGNED PARENT OR LEGAL GUARDIAN represents and acknowledges that he/she is entitled to and is signing this agreement on behalf of Minor and that Minor Participant and Undersigned will be bound by all the terms of this agreement. Undersigned gives consent to Lazy Otter to obtain emergency medical attention and treatment on behalf of Minor Participant in case of sickness, accident or injury and to secure such medical attention and treatment at Undersigned's sole expense.

UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ITS CONTENTS AND SIGNS IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. This Agreement shall be binding upon Undersigned's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

Date: _____, 2023

_____/_____/_____
PRINT Name of Participant Signature of Participant if 18 or older Participant date of birth

FOR PARTICIPANTS UNDER THE AGE OF 18:

PRINT Name of Parent/Legal Guardian (if applicable) Signature of Parent/Legal Guardian

Phone Number for Parent/Legal Guardian (if different than phone number on reservation)