

WAIVER, RELEASE OF LIABILITY and CANCELTION Policy

READ BEFORE SIGNING

In consideration of the risk of injury while participating in any “On Water” activities and as consideration for the right to participate in the Activity and its related events and activities,

I, (_____) , the undersigned, acknowledge and agree that:

1. The risk of injury from the activities involved in the Activity is significant, including the potential for permanent paralysis and death, and while skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.
3. I willingly agree to comply with the stated and customary terms and conditions for participation. I have watched and fully understand the [Whitewater Safety Video](https://www.youtube.com/watch?v=EljMIFKrWq0) (<https://www.youtube.com/watch?v=EljMIFKrWq0>) and will wear the assigned PFD and safety helmet when participating in the Activity. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of Cane Creek Outfitter guide immediately; and
 - I will not stand up in swift water and will actively participate in my rescue. I understand “On Water” activities is a very dynamic Activity and any personal items I bring on the trip could be lost and irretrievable. Cane Creek Outfitters, Big South Fork NPS, Cumberland Falls State Park and Daniel Boone National Forest personnel, staff and its affiliates are not responsible for any loss of or stolen property.
 - I understand that during the trip I may encounter various wildlife, including poisonous snakes, and insects and I, the participant, will treat all wildlife with respect and will not approach or handle wildlife.
 - I am responsible for my mental and physical qualifications to participate in the activities, I certified I am physically and mentally capable of successfully completing this Activity.
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- 5 Cane Creek Outfitters has the right to cancel any trips that are deemed unsafe and will offer customary refunds or rescheduling of the trip based on the reason. No refund will be offered for no shows. The consumption of Drugs or Alcohol is not allowed on any Cane Creek Outfitters expeditions and/or trips.
6. I know that locations could be extremely remote, and any emergency services needed will not be immediate, and I (participant) will incur all costs directly or indirectly associated with those emergency services.

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7. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS, Cane Creek Outfitters, London KY, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I further waive liability of the United States, the State of Kentucky, Big South Fork NPS, Cumberland Falls State Park and the Daniel Boone National Forest and its officers and employees from liabilities for injuries, damages, personal property losses resulting from the participation of the Activity. I agree that any part of this agreement is found by a court or appropriate body to be invalid. The remainder of this agreement shall be in full force and effect.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

x _____ Age: _____ Date Signed: _____
PARTICIPANT'S SIGNATURE

_____ (print name)

Cane Creek Outfitters is flexible on refunds and rescheduling, however:

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Cancellations made one month or more prior to the reservation date will be given a full refund minus 10% processing fee.

Reservations cancelled less than one month, but more than one week prior to your reservation date will forfeit their deposit, unless reservation is paid in full. Then the payment can be applied to another reservation within one year from the original reservation.

Reservations cancelled less than one week, but more than 72 hours prior to the reservation date are eligible for a credit until the end of the calendar year, as long as the reservation is paid in full.

Reservations cancelled less than 72 hours from the reservation date forfeit the entire payment.

Payment due at the time of booking varies depending on the trip you booked. For trips not paid in full when you book, the remaining balance is due in full one week before the reservation date. If the balance payment isn't made, the reservation will be adjusted to cover only the number of guests for which payment has been received.

Trips cancelled due to unsafe conditions will offer a rescheduling date or refund minus the 10% processing fee. Trips cancelled due to "No Show" will not be refunded.

x _____ Age: _____ Date Signed: _____

PARTICIPANT'S SIGNATURE

_____ (print name)