

WAIVER AND RELEASE AGREEMENT

Please PRINT: _____ (“Guest”) and Buffalo River Resort, LLC (“BRR”), located at 3520 Hwy 13 North, Lobelville, Tennessee 37097 (the “Property”), enter into the following agreement (the “Agreement”):

BRR DOES NOT HAVE THE ABILITY TO GAUGE YOUR SKILL LEVEL FOR ENTERING THE RIVER. ENTER AT YOUR OWN PERSONAL RISK. IF YOU FEEL THE RIVER IS AT AN UNCOMFORTABLE LEVEL FOR YOU PLEASE ALERT A BRR STAFF MEMBER IMMEDIATELY.

1. Guest hereby waives and releases BRR from and against any and all claims, causes of action, liabilities, suits and expenses (including but not limited to attorneys’ fees, medical expenses, loss of earnings, loss of use, and loss of consortium), for damage or injury to person or property, which are related to, arise out of, or are in any way connected with BRR or the use of the Property. To the fullest extent permitted by Tennessee law, this release encompasses any risks associated with BRR or the use of the Property, regardless of whether such risks are considered inherent to the use of the Property or the activities carried on by BRR. As used herein, the term “BRR” means any of its members, officers, agents, servants, representatives, successors and employees.
2. Guest further agrees not to sue BRR or any other person based on any claim released in this Agreement, or as a result of any damage, injury, paralysis or death experienced in connection with BRR or the use of the Property. To the extent this Agreement is being executed by a parent on behalf of their minor child, the parent does further waive and release any claim which the parent might have against BRR which arises from or relates to an injury to the minor child which is being released or waived pursuant to this Agreement.
3. This Agreement, and any other claim by Guest against BRR, shall be governed by the laws of the state of Tennessee, without regard to any contrary law which would result from choice of law rules.
4. The parties hereby agree that any lawsuit filed relating to this Agreement, or any other claim between Guest and BRR, shall be filed exclusively in the state courts for Davidson County, Tennessee; that the courts of Tennessee shall have personal jurisdiction over the parties; and that venue is proper in Davidson County, Tennessee. All parties hereby irrevocably waive any right to a jury trial related to claims arising from this Agreement, or any other claim which they may have against one another.
5. In the event Guest files suit for any claim released in this Agreement, and a determination is made that the claims pursued by Guest were waived pursuant to this Agreement, then BRR shall be entitled to the recovery of attorney's fees and litigation costs from Guest.
6. In the event that any provision of this Agreement is held to be unenforceable, unconscionable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. It is the desire and intent of the parties that this Agreement waive and release claims and liabilities of BRR to the fullest extent permitted by law. Furthermore, it is the intent of the parties that this Agreement be interpreted so as not to render this Agreement unenforceable or unconscionable.
7. BRR reserves the right to charge **replacement costs** to damaged equipment to renter and/or renter’s guardian. **Please circle what piece of equipment you are renting.** Schedule of fees is as follows:

<i>Canoe Paddle - \$20</i>	<i>Inflatable kayak – up to \$800 depending on severity of damage</i>	<i>Cooler tube- \$50</i>
<i>Kayak paddles - \$30</i>	<i>Plastic kayak – up to \$400 depending on severity of damage</i>	<i>Party float - \$100</i>
<i>Damaged canoe – up to \$600 depending on severity of damage</i>	<i>Raft – up to \$1500 depending on severity of damage</i>	<i>Rental cooler - \$20</i>
<i>Canoe back - \$10</i>	<i>Innertube - \$20</i>	<i>Life jacket - \$15</i>

Please initial here _____

8. BRR herein assumes **no responsibility for weather conditions** which may arise or occur during the term of this agreement, and all rates and agreements will continue in full force and effect with no refunds for inclement weather.
9. Overnight trips are for the most advanced and experienced canoers and kayakers. Most of these trips are in rural areas that are not accessible by vehicle to retrieve broken or damaged equipment. BRR suggests separating camping gear from primary watercraft. BRR is not a certified or official rescue agency, please be advised you should call 911 in the event of an emergency. BRR will not assume any responsibility for watercrafts in the river after dark.
10. Guests staying on BRR property are expected to respect other guests quiet enjoyment time and BRR property. BRR reserves the right to call the local police to enforce any violations of the noise policy or conduct that is harmful, threatening or bothersome to other BRR guests. If you are asked to leave the property no refunds will be issued.
11. Notice to the minor child's guardian: Read this form completely and carefully. You are agreeing to let your minor child engage in a potentially dangerous activity. By signing this form you are giving up your child's right and your right to recover from BRR in a lawsuit for any personal injury, including death, to your child or any property damage that results from the risk that are a natural part of the activity. You have the right to refuse to sign this form, and BRR has the right to refuse to let your child participate if you do not sign this form.
12. This Agreement constitutes the complete understanding between the parties, and it supersedes and replaces all prior or contemporaneous negotiations, understandings and/or agreements, expressed or implied. No modification or amendment to this Agreement shall be effective unless in writing and signed by all affected parties.

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All canoes and kayaks must be in by 5:30pm or a \$25/per hour/per boat fine will be imposed.

Guest

(Signature)

(Date)

Parent/Guardian (if Guest is a minor)

(Signature)

For office use only:
Buffalo River Resort, LLC

(Signature)

(Date)