

**VALLEY FALLS STATE PARK
KAYAKER WAIVER AND RELEASE OF LIABILITY AGREEMENT**

Participant Information:

Name: _____ Telephone: (_____) _____

Address: _____

Emergency Contact Information:

Emergency Contact (and relationship): _____

Telephone: (_____) _____ (day) (_____) _____ (evening)

Please review, sign, and return the attached Waiver and Release of Liability Agreement. You must sign the Waiver and Release of Liability Agreement before being permitted to participate in boating and kayaking activities. The only type of water craft permitted to run the Tygart River in Valley Falls State Park will be inflatable kayaks or fiberglass kayaks along with all proper safety equipment.

THIS ACTIVITY PARTICIPANT AGREEMENT AND WAIVER AND RELEASE OF LIABILITY (this "Release") is made by the undersigned.

1. Inherent Risks. I, for myself, and my heirs, personal representative, trustees, estate and assigns, understand and acknowledge that my participation in boating and/or kayaking activities involves certain inherent risks, foreseen or unforeseen, which cannot be eliminated and which may cause serious personal injury, death and disability ("Injuries and Damages"), and which I voluntarily and knowingly undertake. I fully understand that the West Virginia Division of Natural Resources and Valley Falls State Park or their agents have not tried to contradict or minimize my understanding of these risks and that the Injuries and Damages can occur by natural causes, my own actions, or by the activities of other persons, other participants, and third parties, either as a result of negligence in the operation or maintenance of equipment used in connection with the activity or because of any other reasons. I further understand that there may not be rescue or medical facilities or expertise onsite necessary to deal with the Injuries and Damages to which I may be exposed.

2. Waiver and Release. I have executed this Release in consideration of being able to participate in boating and kayaking activities, which I desire, but am not required, to do. I knowingly, voluntarily, and irrevocably assume and personally undertake all risks associated with participation in the boating and kayaking activity. To the fullest extent allowed by law, I intend to and agree to **WAIVE AND DISCHARGE CLAIMS AGAINST, RELEASE FROM LIABILITY, AND HOLD HARMLESS** the State of West Virginia, and any of its commissioners, officers, employees, representatives, and agents, (collectively, the "Released Parties") from **ANY AND ALL LIABILITY** on account of, or in any way resulting from, death, personal injury, and property damage relating to the boating and kayaking activity, my actions in connection with the activity, and the use of any equipment in connection with the activity, even if caused by the **NEGLIGENCE** of the Released Parties. I understand and intend that this assumption of risk and release is binding upon me and my heirs, personal representative, trustees, estate, and assigns. Nothing in this Release shall be construed as a release of any reckless or intentional conduct of the Released Parties.

3. Applicable Law; Severability. This Release is made, delivered, and entered into in the State of West Virginia, and shall be governed by the internal laws of the State of West Virginia, without regard to conflicts of laws provisions thereof. If any provision or any part of any provision of this Release is held to be invalid or legally unenforceable for any reason, the remainder of this Release shall not be affected thereby, and shall remain valid and fully enforceable.

4. Representations and Warranties of Participant. I represent and warrant that: (i) I have read and understand this Release, and am signing it knowingly and voluntarily; (ii) I understand my legal right to review this Release with my attorney prior to signing and bargain over the terms and conditions set forth herein and have had full opportunity to do so; and (iii) I am an adult, of at least eighteen (18) years of age, and competent to enter into and make this Release in my own name, or, if applicable, that I am the parent or legal guardian of the minor listed.

PLEASE READ BEFORE SIGNING

I have read, fully understand, and am signing this Release for good and valuable consideration, intending to be legally bound by its terms and conditions as of date set forth opposite my signature below.

Print Name: _____ Signed: _____ Dated: _____
(if adult)

I, the undersigned, being the parent or legal guardian of the above minor, on behalf of the minor, do hereby consent to the above Release as of the date set forth opposite my signature below.

Print Name: _____ Signed: _____ Dated: _____
(parent or guardian) (parent or guardian)