

**The General Dan Tubing Co, LLC**  
**Participants Voluntary Waiver of Liability & Acknowledgement Form**  
**Terms & Conditions of Rental Property**  
(Read before signing; this is a legal binding contract)  
**ONE FORM PER FAMILY UNIT**

Name: (Parent, Guardian, or Adult) \_\_\_\_\_

(must be age 18 or greater)

Address: \_\_\_\_\_

Emergency Phone #: \_\_\_\_\_ Total in Group:>age 18 \_\_\_\_\_ <age 18: \_\_\_\_\_

In exchange for being allowed to use the equipment rented from **The General Dan Tubing Co**, & to participate in the activity of river tubing, I the undersigned, for myself, my heirs, my successors or assigns, executors, & administrators, & same for persons with whom are in my party acknowledge, appreciates, & agree that:

1. I am physically & mentally capable of participating in this activity.
2. The General Dan Tubing Co is a rental company that rents inner tubes, PFD's, & transportation. It does not own, control, alter or maintain the river or the surrounding areas, including the private property along the river.
3. The use of the equipment rented from The General Dan Tubing Co, the transportation provided, & the activity of river tubing is inherently hazardous. These hazards may include, but may not be limited to, wet or uneven surfaces, slips, trips, falls, collisions with or entrapment in rocks or trees both above & below the water, equipment failure, vehicle accidents, encounters with wildlife, & weather conditions.
4. The risk of injury from these hazards, both known & unknown, as well as from the use of the equipment, the transportation provided, & the use of the river & its surrounding area is significant, including but not limited to: cuts, bruises, sprains, strains, dislocations, broken bones, head injuries, drowning, permanent paralysis, or death.
5. I knowingly & freely assume all risks, both known & unknown, related to the use of the equipment, the transportation, or the activity of river tubing & its related events; & assume full responsibility for myself while using the equipment, the transportation, or while participating in the activity of river tubing & its related events.
6. I am the parent or guardian of any minor listed; I certify that they are capable of participating in the activity of river tubing & give my consent to their use of the equipment & participation in this activity. I assume full responsibility for them while using equipment, transportation, & while participating in the activity of river tubing.
7. I willingly agree to comply with all written & verbal terms, conditions, warnings, restrictions, & directions given by The General Dan Tubing Co or others for the use of the equipment, the transportation, & the activity of river tubing & its related events.
8. If I incur any injuries while using the equipment & participating in the activity of river tubing, & seek medical attention, it will be at my own expense.
9. I agree to hereby release indemnify, & hold harmless The General Dan Tubing Co, LLC, its officers, officials, servants, volunteers, agents &/or employees, other participants, sponsors, advertisers, promoters, property owners or lessors, public entities, & any other individual that is connected in any manner with the rental of equipment, the transportation, or the activity & its related events, from any & all claims, demands, losses, & liability arising out of or related to any injury, disability, or death I may suffer, or loss or damage to person or property, to the fullest extent permitted by law.
10. I agree that should I or my successors or assigns assert a claim as a result of my use of the equipment, transportation, or participation in the activity of river tubing & its related events, the claiming party shall be liable for the expenses, including legal fees, incurred by the releases.

**TERMS:**

- If tube is lost or damaged, there will be a replacement charge of \$ 25.00
- I acknowledge that I & any persons under the age of 18 that I sign for were offered a PFD\*\*
- If a PFD (life vest) is lost or damaged, there will be a replacement charge of \$10.00
- Tubes and all accessories must be returned no later than 6:00 p.m. on the day rented by the person renting these items. Failure to do so will result in a "Late Charge" of \$10.00 per tube.
- Failure to return items the same day rented will result in additional rental charges.
- It is the responsibility of the renter to return the tubes and accessories to the attendant before leaving the property.
- Consumption of alcoholic beverages on the premises of **THE GENERAL DAN TUBING CO.** is strictly **PROHIBITED**
- Possession or Consumption of alcoholic beverages on the **Dan River** in Stokes County is **unlawful\*\*\***
- It is each participants responsibility to respect the rights of property owners along the Dan River, respect the rights of other river users; & not discard trash or trespass on private property.
- **No refunds**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE:  
(Additional signatures on the back)

**\*\*NC Statute 15A NCAC 10F.0201 requires a PFD or life vest for each person on a tube or vessel; & requires all persons under the age of 13 to wear a PFD\*\***

**\*\*\*Senate Bill 787 authorized Stokes County to enact an Ordinance that prohibits the possession or consumption of any alcoholic beverage on Rivers in Stokes County\*\*\***

Signatures on the back of this form indicate release of liability as indicated in the  
**TRIP PARTICIPANT'S VOLUNTARY WAIVER OF LIABILITY** statement as shown above.

Signature below indicates release of liability as indicated in the TRIP PARTICIPANT'S WAIVER OF LIABILITY statement on the front of this form

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