

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION**

**Case No. 3:18-CV-00044-FDW-DSC**

JAMES SEITZ, ADMINISTRATOR OF  
THE ESTATE OF LAUREN E. SEITZ,  
DECEASED,

Plaintiff,  
v.

U.S. NATIONAL WHITEWATER  
CENTER, INC. and RECREATION  
ENGINEERING AND PLANNING, INC.,

Defendants.

**U.S. NATIONAL WHITEWATER  
CENTER, INC.'S ANSWER**

NOW COMES U.S. National Whitewater Center, Inc. ("Whitewater Center"), through undersigned counsel, and hereby responds to the Complaint filed by James Seitz, as Administrator of the Estate of Lauren E. Seitz, Deceased ("Plaintiff") as follows:

**FIRST DEFENSE**

The Complaint fails to state a claim upon which relief can be granted; and should be dismissed pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure.

**SECOND DEFENSE**

Whitewater Center responds to the individually numbered allegations contained in the Complaint as follows:

## **I. PARTIES**

1. Whitewater Center lacks knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 1 of the Complaint, and therefore such allegations are denied.

2. It is admitted that Plaintiff has attached a document to the Complaint purporting to show his appointment as Administrator of the Estate of Lauren E. Seitz (Plaintiff's Decedent). Whitewater Center lacks knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 2 of the Complaint, or the contents of the document itself, and therefore such allegations are denied.

3. Whitewater Center lacks knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 3 of the Complaint, and therefore such allegations are denied.

4. Whitewater Center lacks knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 4 of the Complaint, and therefore such allegations are denied.

5. Whitewater Center lacks knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 5 of the Complaint, and therefore such allegations are denied.

6. Whitewater Center lacks knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 6 of the Complaint, and therefore such allegations are denied.

7. Whitewater Center lacks knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 7 of the Complaint, and therefore such allegations are denied.

8. Whitewater Center admits the allegations contained in paragraph 8 of the Complaint.

9. Whitewater Center lacks knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 9 of the Complaint, and therefore such allegations are denied.

## **II. JURISDICTION**

10. Whitewater Center incorporates by reference its responses contained in paragraphs 1 through 9 as if fully set forth herein.

11. Whitewater Center admits that the United States District Court for the Western District of North Carolina has original jurisdiction over this litigation pursuant to 28 U.S.C. § 1332(a)(1). Except as expressly admitted, denied.

12. Whitewater Center admits that the United States District Court for the Western District of North Carolina has original jurisdiction of this civil action in that the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different States. Except as expressly admitted, denied.

## **III. VENUE**

13. Whitewater Center incorporates by reference its responses contained in paragraphs 1 through 12 as if fully set forth herein.

14. Whitewater Center admits that venue is proper in the United States District Court for the Western District of North Carolina, Charlotte Division pursuant to 28 U.S.C. §§ 1391(a) and 1391(b). Except as expressly admitted, denied.

15. Whitewater Center admits that venue is proper in the United States District Court for the Western District of North Carolina, Charlotte Division pursuant to 28 U.S.C. § 1391(b). Except as expressly admitted, denied.

#### **IV. FACTS**

16. Whitewater Center lacks knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 16 of the Complaint, and therefore such allegations are denied.

17. Whitewater Center lacks knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 17 of the Complaint, and therefore such allegations are denied.

18. With respect to the allegations of paragraph 18, Whitewater Center admits upon information and belief that Plaintiff's Decedent visited the Whitewater Center on or about June 8, 2016 as part of a church group. Except as admitted, Whitewater Center lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations set forth in paragraph 18 of the Complaint, and therefore such allegations are denied.

19. Whitewater Center admits the allegations contained in paragraph 19 of the Complaint.

20. With respect to the allegations of paragraph 20, Whitewater Center admits that it offers whitewater rafting, canoeing, kayaking, and other outdoor recreational activities to those who agree to abide by the Whitewater Center's rules and regulations, agree to sign all forms required by the Whitewater Center, and agree to pay fees for such activities. Except as expressly admitted, denied.

21. Whitewater Center lacks knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 21 of the Complaint, and therefore such allegations are denied.

22. Whitewater Center lacks knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 22 of the Complaint, and therefore such allegations are denied.

23. Whitewater Center lacks knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 23 of the Complaint, and therefore such allegations are denied.

24. Whitewater Center lacks knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 24 of the Complaint, and therefore such allegations are denied.

25. Whitewater Center lacks knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 25 of the Complaint, and therefore such allegations are denied.

26. Whitewater Center lacks knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 26 of the Complaint, and therefore such allegations are denied.

27. Whitewater Center lacks knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 27 of the Complaint, and therefore such allegations are denied.

28. With respect to the allegations of paragraph 28, Whitewater Center admits upon information and belief that Plaintiff's Decedent died on or about June 19, 2016. Whitewater Center lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations set forth in paragraph 28 of the Complaint, and therefore such allegations are denied.

## **V. NAEGLERIA FOWLERI**

29. Whitewater Center denies the allegations set forth in paragraph 29 of the Complaint.

30. Whitewater Center denies the allegations set forth in paragraph 30 of the Complaint.

31. Whitewater Center denies the allegations set forth in paragraph 31 of the Complaint.

32. Whitewater Center denies the allegations set forth in paragraph 32 of the Complaint.

33. Whitewater Center denies the allegations set forth in paragraph 33 of the Complaint.

34. Whitewater Center denies the allegations set forth in paragraph 34 of the Complaint.

35. Whitewater Center denies the allegations set forth in paragraph 35 of the Complaint.

36. Whitewater Center denies the allegations set forth in paragraph 36 of the Complaint.

37. Whitewater Center denies the allegations set forth in paragraph 37 of the Complaint.

38. Whitewater Center denies the allegations set forth in paragraph 38 of the Complaint.

39. Whitewater Center denies the allegations set forth in paragraph 39 of the Complaint.

40. Whitewater Center denies the allegations set forth in paragraph 40 of the Complaint.

## **VI. FIRST CLAIM FOR RELIEF**

### **Negligence**

41. Whitewater Center incorporates by reference its responses contained in paragraphs 1 through 40 as if fully set forth herein.

42. With respect to the allegations of paragraph 42, Whitewater Center admits that it owed its visitors such duties as imposed by law, and that it complied with or exceeded any and all such duties at all times relevant to the allegations of the Complaint. Except as admitted, the allegations set forth in paragraph 42 of the Complaint are denied.

43. Whitewater Center denies the allegations set forth in paragraph 43 and subparagraphs 43(a), (b), (c), (d), (e), (f), (g), (h) and (i) of the Complaint.

44. Whitewater Center denies the allegations set forth in paragraph 44 of the Complaint.

45. Whitewater Center denies the allegations set forth in paragraph 45 of the Complaint.

**VII. SECOND CLAIM FOR RELIEF**  
**Gross Negligence/Recklessness/Willful and Wanton Conduct**

46. Whitewater Center incorporates by reference its responses contained in paragraphs 1 through 45 as if fully set forth herein.

47. Whitewater Center denies the allegations set forth in paragraph 47 of the Complaint.

48. Whitewater Center denies the allegations set forth in paragraph 48 and subparagraphs 48(a), (b), (c), (d), (e), (f), (g) and (h) of the Complaint.

49. Whitewater Center denies the allegations set forth in paragraph 49 of the Complaint.

50. Whitewater Center denies the allegations set forth in paragraph 50 of the Complaint.

51. Whitewater Center denies the allegations set forth in paragraph 51 of the Complaint.

52. Whitewater Center denies the allegations set forth in paragraph 52 of the Complaint.

53. Whitewater Center denies the allegations set forth in paragraph 53 of the Complaint.

**VIII. THIRD CLAIM FOR RELIEF**  
**Premises Liability**

54. Whitewater Center incorporates by reference its responses contained in paragraphs 1 through 53 as if fully set forth herein.

55. Whitewater Center admits the allegations contained in paragraph 55 of the Complaint.

56. Whitewater Center admits that it was a tenant and occupier of the subject property. Except as admitted, the allegations set forth in paragraph 56 of the Complaint are denied.

57. With respect to the allegations of paragraph 57, Whitewater Center admits that it owed its visitors such duties as imposed by law, and that it complied with or exceeded any and all such duties at all times relevant to the allegations of the Complaint. Except as admitted, the allegations set forth in paragraph 57 of the Complaint are denied.

58. With respect to the allegations of paragraph 58, Whitewater Center admits that it owed its visitors such duties as imposed by law, and that it complied with or exceeded any and all such duties at all times relevant to the allegations of the Complaint. Except as admitted, the allegations set forth in paragraph 58 of the Complaint are denied.

59. With respect to the allegations of paragraph 59, Whitewater Center admits that it owed its visitors such duties as imposed by law, and that it complied with or exceeded any and all such duties at all times relevant to the allegations of the Complaint. Except as admitted, the allegations set forth in paragraph 59 of the Complaint are denied.

60. Whitewater Center denies the allegations set forth in paragraph 60 of the Complaint.

61. Whitewater Center denies the allegations set forth in paragraph 61 of the Complaint.

62. Whitewater Center denies the allegations set forth in paragraph 62 of the Complaint.

**IX. FOURTH CLAIM FOR RELIEF**  
**Negligence in the Designing, Engineering and Planning of the**  
**U.S. National Whitewater Center**

63. Whitewater Center incorporates by reference its responses contained in paragraphs 1 through 62 as if fully set forth herein.

64. The allegations of Paragraph 64 do not pertain to this answering Defendant, and therefore require no response from this Defendant. To the extent the allegations of Paragraph 64 could be construed to contain allegations against this answering Defendant, said allegations are denied.

65. The allegations of Paragraph 65 do not pertain to this answering Defendant, and therefore require no response from this Defendant. To the extent the allegations of Paragraph 65 could be construed to contain allegations against this answering Defendant, said allegations are denied.

66. The allegations of Paragraph 66 do not pertain to this answering Defendant, and therefore require no response from this Defendant. To the extent the allegations of Paragraph 66 could be construed to contain allegations against this answering Defendant, said allegations are denied.

67. The allegations of Paragraph 67, and the subparagraphs thereof, do not pertain to this answering Defendant, and therefore require no response from this Defendant. To the extent the allegations of Paragraph 67, and the

subparagraphs thereof, could be construed to contain allegations against this answering Defendant, said allegations are denied.

68. The allegations of Paragraph 68 do not pertain to this answering Defendant, and therefore require no response from this Defendant. To the extent the allegations of Paragraph 68 could be construed to contain allegations against this answering Defendant, said allegations are denied.

69. The allegations of Paragraph 69 do not pertain to this answering Defendant, and therefore require no response from this Defendant. To the extent the allegations of Paragraph 69 could be construed to contain allegations against this answering Defendant, said allegations are denied.

#### **X. FIFTH CLAIM FOR RELIEF Wrongful Death**

70. Whitewater Center incorporates by reference its responses contained in paragraphs 1 through 69 as if fully set forth herein.

71. Whitewater Center denies the allegations set forth in paragraph 71 of the Complaint.

72. Whitewater Center denies the allegations set forth in paragraph 72 of the Complaint.

73. Whitewater Center denies the allegations set forth in paragraph 73 of the Complaint.

74. Whitewater Center lacks knowledge or information sufficient to form a belief about the truth of the allegations that the persons defined as beneficiaries incurred funeral, burial and other miscellaneous expenses, and therefore such

allegations are denied. The remaining allegations set forth in paragraph 74 of the Complaint are denied.

75. Whitewater Center denies the allegations set forth in paragraph 75 of the Complaint.

## **XI. SIXTH CLAIM FOR RELIEF Survivorship Claim**

76. Whitewater Center incorporates by reference its responses contained in paragraphs 1 through 75 as if fully set forth herein.

77. Whitewater Center denies the allegations set forth in paragraph 77 of the Complaint.

78. Whitewater Center denies the allegations set forth in paragraph 78 of the Complaint, and further denies any additional allegations of the Complaint not specifically addressed herein.

## **THIRD DEFENSE**

Prior to Plaintiff's Decedent's participation in whitewater rafting activities at the Whitewater Center, Plaintiff and Plaintiff's Decedent (an adult 18 years of age; date of birth in 1997) each signed a valid and enforceable Assumption of Risk, Release and Indemnity Agreement, which is attached hereto as **Exhibit A** with its terms and conditions incorporated herein by reference, including its choice of law and venue provisions. Said Assumption of Risk, Release and Indemnity Agreement constitutes an acknowledgement and assumption of the risks of injury or death by Plaintiff and Plaintiff's Decedent, and further constitutes a binding and enforceable waiver and release of all claims, a covenant not to sue and agreement to indemnify

Defendant related to any purported liability for, or claims related to personal injury or death. The Assumption of Risk, Release and Indemnity Agreement is plead in bar of any and all claims for relief against this answering Defendant in the Plaintiff's Complaint.

#### **FOURTH DEFENSE**

This answering Defendant pleads the applicable statute of limitations and statute of repose in bar of Plaintiff's purported claims for relief.

#### **FIFTH DEFENSE**

Plaintiff's purported damages were not proximately caused by any breach of duty by this answering Defendant. The lack of proximate cause is plead in bar of Plaintiff's purported claims for relief.

#### **SIXTH DEFENSE**

This Defendant alleges that the injuries, death and damages alleged were the result of unforeseeable circumstances which could not have been reasonably anticipated or prevented by affirmative actions on their part.

#### **SEVENTH DEFENSE**

This Defendant specifically alleges upon information and belief that their actions and protocols regarding safety and water quality were in conformity with, and in excess of industry standards at all times referred to in the Complaint.

#### **EIGHTH DEFENSE**

At all times relevant to the allegations of the Complaint, this Defendant complied with all applicable laws, regulations, codes, rules ordinances and

standards in the operation and maintenance of the facility, including but not limited to the water quality requirements imposed by governmental authorities.

#### **NINTH DEFENSE**

This Defendant's conduct was not negligent, careless, reckless, willful, wanton, devoid of due care, or consciously indifferent to the rights and safety of Plaintiff's Decedent in any respect.

#### **TENTH DEFENSE**

This answering Defendant pleads all applicable doctrines of equitable relief in bar of Plaintiff's claims, including but not limited to the doctrines of waiver, estoppel and laches.

#### **ELEVENTH DEFENSE**

This Defendant avers that if it was negligent in any respect, which is again specifically denied, the injuries, death and damages alleged in the Complaint were proximately caused by the intervening, superseding and insulating negligence of third parties and/or other parties over whom this answering Defendant had no control, and/or parties exercising their own independent judgment and expertise, and for whose acts or omissions this answering Defendant is not responsible. The intervening, superseding and insulating negligence of these entities is pled in bar of, or in reduction of, any damages alleged as to this answering Defendant.

#### **TWELFTH DEFENSE**

The Whitewater Center alleges that Plaintiff's Decedent participated in whitewater activities at Defendant's facility with knowledge and acceptance of the

potential risk of serious injury or death. Defendant specifically pleads the common law doctrine of assumption of risk as a complete bar to all claims in the Complaint.

### **THIRTEENTH DEFENSE**

With respect to Plaintiff's purported claim for punitive damages, this Defendant avers that punitive damages are unconstitutional on the grounds that an award of punitive damages would contravene provisions of the Constitution of the United States and the Constitution of North Carolina, including but not limited to due process protections and protection against excessive fines. In addition, this Defendant is informed and believes that there are no facts supporting the Plaintiff's purported claim for punitive damages, such that this Defendant is entitled to dismissal of the claim, and an award of reasonable attorney's fees for the defense of the punitive damages claim as provided by law.

### **FOURTEENTH DEFENSE**

The Plaintiff's claims are subject to and governed by applicable North Carolina law.

### **FIFTEENTH DEFENSE**

If this answering Defendant was negligent in any way or manner alleged in the Plaintiff's Complaint, which is again specifically denied, Defendant alleges that Plaintiff's Decedent was contributorily negligent, and that said contributory negligence was a proximate cause of the injuries, death and damages alleged. As such, contributory negligence is plead in bar of Plaintiff's purported claims for relief. Alternatively, Defendant pleads any failure on the part of Plaintiff or

Plaintiff's Decedent to mitigate damages in bar of, or in reduction of the claims for relief in the Complaint.

#### **SIXTEENTH DEFENSE**

This answering Defendant pleads license in bar of Plaintiff's claims, including without limitation to the extent that this answering Defendant's actions were authorized by applicable governmental authorities.

#### **SEVENTEENTH DEFENSE**

Alternatively, this answering Defendant avers that Plaintiff's claims are barred to the extent that governmental and/or sovereign immunity applies, including without limitation, to the extent that the answering Defendant provided parks and recreation services.

#### **RESERVATION AND NON-WAIVER**

This answering Defendant incorporates by reference any pleadings and affirmative defenses of Codefendant which do not conflict with the instant pleading. This answering Defendant further reserves the right to assert additional affirmative and other defenses as may be established by discovery and the trial evidence in this case.

WHEREFORE, U.S. National Whitewater Center, Inc. respectfully requests that the Court:

1. Dismiss the Complaint and all claims for relief with prejudice;
2. Deny all relief sought by Plaintiff against Whitewater Center;
3. Award Whitewater Center its costs and reasonable attorneys' fees as allowed by law;

4. For all issues of fact, if any, to be tried by jury; and
5. Grant such other and further relief in favor of Whitewater Center as this Court deems just and equitable.

This the 9th day of February, 2018.

/s/ Chip Holmes

Chip Holmes, N.C. State Bar No. 19980

John H. Beyer, N.C. State Bar No. 24115

Morgan H. Rogers, N.C. State Bar No. 37025

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*Attorneys for Defendant U.S. National  
Whitewater Center, Inc.*

## CERTIFICATE OF SERVICE

I hereby certify that on this date, I electronically filed the foregoing ***U.S. NATIONAL WHITEWATER CENTER, INC.'S ANSWER*** with the Clerk of Court using the CM/ECF system. Notice of filing was sent to all parties by electronic mail and where referenced below by depositing a copy in the United States mail, with adequate postage thereon to insure delivery, addressed to counsel of record, as follows:

John T. Daniel  
Edward G. Connette  
Essex Richards, PA  
1701 South Boulevard  
Charlotte, NC 28203

Via U.S. Mail

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*Attorneys for Defendant Recreation  
Engineering and Planning, Inc.*

This the 9th day of February, 2018.

/s/ Chip Holmes

Chip Holmes  
Parker Poe Adams & Bernstein LLP  
Three Wells Fargo Center  
401 S. Tryon Street, Suite 3000  
Charlotte, NC 28202  
*Attorney for Defendant U.S. National  
Whitewater Center, Inc.*

# EXHIBIT A



U.S. NATIONAL  
WHITewater CENTER

## Assumption of Risk, Release, and Indemnity Agreement



**Assumption of Risk:** I understand that the Activities<sup>1</sup> in which I (or my child) will engage at or near the U.S. National Whitewater Center (the Center) involve inherent and other risks. Some of those risks are described on the back side of this Agreement and are incorporated here by reference. I acknowledge that the Activities are strenuous and dangerous and require a certain degree of physical condition, ability, maturity, and skill. I acknowledge that I am solely responsible for determining my (or my child's) suitability to participate in the Activities. I do have (or my child has) the requisite skills, qualifications, physical and mental ability, and training necessary to properly and safely participate in the Activities. I understand that these Activities are not rides or amusement devices with guaranteed outcomes, but are extreme sports which are not in my or other's control. I further understand and agree that the USNWC shall have no duty to warn me of or to remedy any natural or manmade risks, dangers, or hazards. I (or my child) share(s) responsibility for my (his/her) safety and will follow instructions, make reasonable decisions, and act responsibly. The Center cannot ensure my (or my child's) safety and does not seek to eliminate all of the risks of the activities because they contribute to the thrill of the adventure. I choose to voluntarily participate (or allow my child to participate) and observe the Activities despite all risks. I assume all inherent and other risks and accept responsibility for any property damage and loss and for any personal injury, illness, disability, emotional distress, and death that I (or my child) may suffer, whether described in this document or not.

In consideration of the USNWC<sup>2</sup> providing services and facilities and allowing me (or my child) to participate in or observe the Activities, I agree to the following:

**Waiver and Release:** I, (and on behalf of my child) agree to forever release and discharge the USNWC from and agree not to sue the USNWC for any and all liability or claims I (or my child) may have for any property damage and loss, personal injury, emotional distress, illness, disability, and death, related to my (or my child's) participation in the Activities or use of any equipment or facilities. This release is for any type of claim, including breach of contract, fraud, or any other type of suit and includes personal injury and property losses alleged to be caused by the negligence of USNWC to the fullest extent permitted by law.

**Indemnity:** I agree to defend, indemnify (meaning to pay or reimburse any amount required to be paid, including attorney's fees) and hold the USNWC harmless from all claims, causes of action, liability, losses, or damages for any property damage, property loss or theft, personal injury, disability, death, or other loss brought by or on behalf of me, my child, a family member, my estate, another participant or spectator, or any other person arising from or relating to my (or my child's) use of the property, facilities, and/or participation in the Activities, including claims that USNWC was negligent.

**Acknowledgement of Policies and Photo Waiver:** I acknowledge reading and understanding the USNWC Rules and Regulations relating to the Activities, facilities of the USNWC, and equipment and agree to comply with and abide by those Rules & Regulations. The USNWC may take and use photographs, video, film, and other images of me (or my child) participating in or observing the Activities. I waive any right of privacy, publicity, compensation, copyright, or other rights to those images and I consent to the USNWC using those images for any purpose.

**Additional Provisions:** I agree that the substantive laws of North Carolina (but not any law that would apply the laws of another state) govern this Agreement and any dispute I have (or my child has) with the USNWC and consent to jurisdiction in Mecklenburg County, North Carolina. Any mediation, suit, or proceeding will be entered into only in Mecklenburg County, North Carolina. Any portion of this Agreement deemed unlawful or unenforceable is severable and shall be stricken without effect on the enforceability of the remaining provisions.

I have read this Agreement, I understand its contents, and I sign it voluntarily. I intend by this Agreement to assume all hazards and risks, waive all rights to sue and release all liabilities and claims, and indemnify the USNWC for any claims arising from my (or my child's) participation in the Activities. I understand that this Agreement has no expiration date and remains in effect at all times that I am (or my child is) observing or participating in the Activities and will be binding on me, my family members, heirs, assigns, executors, representatives, and estate.

*James Sartz*  
Participant's Signature

Date of Visit 7-6-16

Participant's First Name J A M E S S A R T Z

Participant's Last Name S A R T Z

Date of Birth 7-2-82

Zip Code 28134

Phone # 704-238-1111

Male ☐ Female ☒

E-mail j.sartz@usnwc.org

Parent or Legal Guardian (if participant is under 18 years of age)

I hereby warrant that I have legal authority to act on my child's behalf. I agree to the above terms and conditions for myself and on behalf of my child. If I am signing for a participant that is not my child, I agree to indemnify the USNWC as provided in the Indemnity provision above for any and all claims brought by or on behalf of the child for whom I sign or for any claim brought by any other person related to the child's participation in or observation of the Activities.

*James Sartz*  
Name of Parent/Guardian of Participant if Minor Parent/Guardian's Signature

5/31/16  
Date

Please exclude me from all correspondence from the USNWC such as newsletters, notices and offers.

## **Inherent Risks**

The following is a partial list of the inherent risks associated with the Activities at the USNWC. This list does not include all inherent risks, but serves to provide examples and promote an understanding of the risks.

### **The USNWC Does Not Provide Onsite Medical Services.**

**All of the Activities at the USNWC expose participants to risk of:**

- Death
- Head trauma and facial injuries
- Fractures, dislocations, sprains, strains, and other soft tissue injuries
- Contusions, lacerations, abrasions, and various forms of blunt force trauma
- Complications associated with exposure to weather and physical exertion
- Impacts with other individuals or participants and/or their equipment
- Perils and hazards arising from other guests
- Perils and hazards arising from natural features, plants, animals, insects, wet surfaces, tripping and/or falling hazards, and other types of contact with man-made and natural features
- Perils and hazards arising from equipment failure or malfunction and potential misjudgment by staff
- Remote locations that can delay the delivery of emergency medical services
- Loss of personal property

**Rafting, Kayaking and other water based Activities more specifically expose participants to risk of:**

- Drowning or other complications associated with immersion in water
- Falling into water and/or swimming in turbulent water
- Becoming pinned or entrapped by items or obstacles in/on the water
- Colliding with rocks, boats, and other items in the water
- Falling while entering or exiting any boats
- Motorized watercraft on the Catawba River

**Biking, Climbing, Zipping, and all other land based Activities more specifically expose participants to risk of:**

- Falls from heights and obstacles
- High speeds and sudden stops
- Trauma resulting from being fully supported in a harness for an extended period
- Colliding with rocks, trees, ground, and other objects
- Situations where other participants will be involved in providing safety support to the guest
- Opportunities to become lost

## **USNWC Rules and Regulations**

- Observe all posted signs and warnings as well as obey all instructions provided by the USNWC staff
- Remain away from the edges of the whitewater channels and do not enter the channels at any time unless paddling
- All participants must have a whitewater PFD and helmet while on the river. All bikers must wear helmets at all times
- All participants must wear appropriate safety equipment and use all equipment in the manner directed by the USNWC
- Keep your hands on your paddle when riding the conveyor belt and never touch any aspect of the conveyor belt system. Remain in your boat at all times while on the conveyor
- Remain at least 50 feet from the pump intakes and outflows
- We strongly recommend that all persons engaging in any activity on the water should be able to swim
- No personal items that can be lost should be brought along while engaging in any of the activities. The USNWC is not and can not be responsible for any guest's personal property
- No outside food or beverage is allowed on the premises.
- No smoking is allowed at the USNWC
- Inform your guide of any physical limitation or any safety concern you may have, but remember that the USNWC cannot determine if you can safely participate. Persons that have physical limitations, are suffering any illness, or are pregnant should not engage in the Activities unless they have consulted their physicians
- Always remain in control
- Do not engage any element or aspect of the Activities without the supervision or permission of the USNWC
- Do not drink alcohol prior to participating in or during any activity
- Children must be supervised by a parent or guardian at all times

<sup>1</sup> Activities are defined as anything associated with or occurring at or near the USNWC, including, without limitation, whitewater paddling, flatwater paddling, rock climbing, biking, running, hiking, swimming, and utilizing harnessed or unharnessed activities including zip lines, obstacles, jumps, ropes courses, and other facilitated or non-facilitated challenge course activities. Activities also include usage of trail system, pathways, parking lots, stairs, buildings, tents, and all other facilities as well as spectating, walking, races, and special events.

<sup>2</sup> USNWC means U.S. National Whitewater Center, Inc., its directors, officers, employees, agents, volunteers, sponsors, and lessors.