

**Appendix E**  
**Waiver, Assumption of Risk and Release of Liability**

**E1 – Form for Bridgewater Paddling and Angling, Wylie and  
Wateree**

**E2 – Form for Great Falls Short and Long Channels**

Acknowledgement and Assumption of Risk  
Waiver and Release of Liability

As a prudent person who has decided to participate in this paddling and angling recreation flow study on the \_\_\_\_\_ section of the Catawba River I understand that this river trip will expose me to numerous known and unknown risks which could result in personal injury, illness, death or damage to myself or my property. A very few of the many risk factors include:

- Travel in a canoe, kayak, inflatable craft, or drift boat in rough water conditions
- Swimming/floating in unfamiliar and sometimes turbulent water
- The forces of nature including lightning
- Paddling/angling on [Enter Number] different water flows during this study
- The physical exertion required to paddle/row this section of the Catawba River at [Enter Number] flows over [Enter Number] days

My participation in these trips is voluntary and I participate in spite of these named and other unnamed risks.

The undersigned individual (“I”) agrees to this Acknowledgement, Assumption of Risk, Waiver and Release of Liability in consideration for my participation in Duke Energy Corporation’s (“Duke Energy”) paddling and angling recreation flow study that includes paddling and angling activities on the Catawba River between the [Enter Physical Location] on [Enter Date](the “Activities”). Intending to be legally bound hereby, and for myself and my heirs, executors, and administrators, ***I hereby waive, release, and forever discharge*** Duke Energy and its officers, directors, agents, and employees from any and all claims and liabilities, which may occur as a result of or in connection with my participation in the Activities, including, but not limited to any and all personal injuries, death, and property damage and the consequences thereof, even though such claims and liabilities may arise out of negligence and carelessness on the part of the entities named in this agreement. I hereby certify that I am physically able to participate in the Activities. I assume all risks relating to my participation in the Activities.

**I HAVE READ THE FOREGOING ACKNOWLEDGEMENT, ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND FULLY UNDERSTAND IT.**

I also grant Duke Energy the right to use any photographs or videos taken of me during this trip for documentation and purposes related to studies for the hydropower relicensing of the Catawba River power plants.

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<b>Signature of Participant</b>	<b>Printed Name</b>	<b>Date</b>
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If participant is under 18 years old, please fill out the following:

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Parent or Guardian Signature

Participant’s Age \_\_\_\_\_

## Acknowledgement and Assumption of Risk Waiver and Release of Liability

As a prudent person who has decided to participate in this paddling recreation controlled flow study on the Great Falls Bypass section(s) of the Catawba River I understand that this river trip will expose me to numerous known and unknown risks which could result in personal injury, illness, death or damage to myself or my property. A very few of the many risk factors include:

- Travel in a canoe, kayak, or other craft in rough water conditions
- Swimming/floating in unfamiliar and sometimes turbulent water
- The forces of nature including lightning
- The physical exertion of paddling on 4 different water flows over 2 days
- Trees, vegetation, and floating debris of all sizes
- Portaging around two weirs along steep rocks
- Unknown problems that may result from release of 600 – 6,000 cfs into the bypass river channels

My participation in these trips is voluntary and I participate in spite of these named and other unnamed risks.

The undersigned individual (“I”) agrees to this Acknowledgement, Assumption of Risk, Waiver and Release of Liability in consideration for my participation in Duke Energy Corporation’s (“Duke Energy”) paddling recreation controlled flow study that includes paddling activities on the Great Falls Bypass section (s) of the Catawba River between the Fishing Creek Hydropower Plant and Stumpy Pond in South Carolina on October 23 and 24, 2004 (the “Activities”). Intending to be legally bound hereby, and for myself and my heirs, executors, and administrators, ***I hereby waive, release, and forever discharge*** Duke Energy and its officers, directors, agents, and employees from any and all claims and liabilities, which may occur as a result of or in connection with my participation in the Activities, including, but not limited to any and all personal injuries, death, and property damage and the consequences thereof, even though such claims and liabilities may arise out of negligence and carelessness on the part of the entities named in this agreement. I hereby certify that I am physically able to participate in the Activities. I assume all risks relating to my participation in the Activities.

**I HAVE READ THE FOREGOING ACKNOWLEDGEMENT,  
ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND  
FULLY UNDERSTAND IT.**

I also grant Duke Energy the right to use any photographs or videos taken of me during this trip for documentation and purposes related to studies for the hydropower relicensing of the Catawba River power plants.

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**Signature of Participant**

**Printed Name**

**Date**