



Twisted Beaver, River Adventures, LLC

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

THIS AGREEMENT MUST BE CAREFULLY READ AND SIGNED BY THE PARTICIPANT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE ACTIVITIES (herein defined as water/canoe/kayak/tubing/shuttle activities) provided by Twisted Beaver, River Adventures LLC and/or its owners, members, employees, associates and, if applicable, owners and lessors of premises on which the activity takes place ("Releasee"). For myself, my personal representatives, assigns, heirs and next of kin:

1. I acknowledge, agree and represent that I understand the nature of the activities and that I am qualified, in good health, and in proper physical condition to participate in these activities. I agree that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation. If I decide to not complete the activities as planned, I assume all risks related to my decision to leave.

2. I fully understand that water activities involve risks and dangers of damage to personal property and serious personal bodily injury. This may include permanent disability, paralysis, and death ("risks"). These risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating, the condition in which the activities take place, or the negligence of the Releasee. There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time. I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGES DUE TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF RELEASEE OR OTHERWISE WHILE PARTICIPATING IN THE ACTIVITIES.

3. I hereby release, hold harmless, discharge, and covenant not to sue Releasee and its owners and/or members, employees, associates and, if applicable, owners and lessors of premises on which the activity takes place, from all liability, claims, demands, losses, injuries, damage to property, or other damages on my account caused or alleged to be caused in whole or in part by the negligence or gross negligence of Releasee or otherwise, including negligent rescue operations. I further agree that if, despite this release and waiver of liability, assumption of risk and indemnity agreement I, or anyone on my behalf, makes a claim against any of the Releasee. I will indemnify, save, and hold harmless Releasee from any litigation expenses, attorney fees, loss, liability, damage or cost which any may incur as the result of such claim.

4. I AGREE TO WEAR MY LIFE JACKET AND TO FOLLOW THE INSTRUCTIONS, RULES AND REGULATIONS OF RELEASEE.

PARENT OR GUARDIAN OF MINOR PARTICIPANT: If I am signing to allow a minor child to participate, I am the parent or legal guardian of the participant, and I further agree, in addition to the covenants above, that I will indemnify, save, and hold harmless Releasee from any litigation expenses, attorney fees, loss, liability, damage or cost which any may incur as the result of any claims brought by the minor participant.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTANDING ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I intend this agreement to be a complete and unconditional release of all liability to the greatest extent allowed by the law of the State in which the activities are conducted and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Date: _____

Print Participants Name: _____

Signature of Participant or Parent of Minor Participant: _____

Phone In Case of Emergencies: _____

Emergency Contact Name: _____ Phone: _____