

SHELTON CANOE SHUTTLE, INC. DBA CANOE COUNTRY
PARTICIPANT AGREEMENT, WAIVER, RELEASE AND ASSUMPTION OF THE RISK FORM

In consideration of the services of Shelton Canoe Shuttle Inc. DBA Canoe Country its agents, owners, officers, volunteers, participants, employees, and all other persons acting in any capacity on Company's behalf (hereinafter collectively "Company"), I hereby agree to release, indemnify and waive and held harmless Company on behalf of myself, my spouse, my children whom I am authorizing to participate ("Minor(s)"), my heirs, assigns, personal representatives and estate, as set forth below:

I fully understand, acknowledge and accept that that the use of canoeing, kayaking, rafting, and camping equipment (hereinafter collectively "Equipment") as well as participation in canoeing, kayaking, rafting, and camping (hereinafter collectively "Activities") may expose me or my Minor(s) to many hazards and that the use of this Equipment and participating in these Activities may present the unavoidable risks of death, personal injury, and loss of or damage to property. I voluntarily choose for myself or my Minors to use this Equipment and participate in these Activities in spite of the risks and hereby assume all risk of injury, disability, death, and loss of or damage to property, whether caused by the participant, other participants, accidents, forces of nature, or other causes. I fully understand that I or my Minors will be traveling at my/their own risk. I agree that I or my Minors are subject to and will abide by the rules, regulations and/or safety warnings of the Company and its agents/employees. I hereby certify that I and/or my Minors shall use the Equipment in a reasonably safe and prudent manner for which it was intended, and shall maintain possession of the Equipment at all times until returned to the Company. I further understand that I or my Minors have been instructed in and fully understand the safe operation of the Equipment and agree to observe all safety precautions. I agree that I will be responsible for any and all loss and/or damages to the Equipment used by myself or my Minors, not including damage due to normal wear and tear.

I understand that I or my Minors should be in good physical health to use the Equipment or to participate in these Activities. I acknowledge that neither I nor my Minors have any health problems, physical disabilities or mental impairments that would preclude my/their participation. I acknowledge that I or my Minors have sufficient skill and fitness to use this Equipment or to participate in these Activities. I nor my Minors are not under the influence of drugs or alcohol, nor will carry, use or consume these substances before or during my/their scheduled Activity, and there is no reason why I or my Minors lack capacity to sign this document (other than their minority). I acknowledge that I and my Minors have insurance that will cover the costs of emergency medical treatment and/or transportation related to the use of the Equipment or the participation in the Activities, or that I am willing to bear these costs individually. I authorize Company to secure any emergency transport and/or medical care the Company, in their sole discretion deems necessary, and I authorize Company to release or share participants medical information with medical care providers.

I understand that in signing this document for participation in the use of the Equipment or participation in the Activity that certain foreseeable or unforeseeable risks and dangers exist, including but not limited to, certain inherent risks, such as death, personal injury, and loss of or damage to property, caused by changing water flow or currents, selection of river route, water flow and level, submerged and semi-submerged objects, varying wind and weather conditions, natural obstacles and their condition, the presence of other watercraft, the speed at which I travel, the stability characteristics of a watercraft, collision, upset, overturned and sinking can result in getting wet, injured, exposed to the elements, drowning, and personal property damage or loss, that for swimmers and non-swimmers, wearing a U.S. Coast Guard approved flotation device at all times is a basic safety precaution, that I may suffer accidents or illnesses in remote places where there are no available medical facilities, my own negligence, and co-participant behaviors. I acknowledge that these are just some of the known risks and that there are other both known and unknown inherent risks involved with this activity.

In consideration of Company furnishing services to enable me or my Minors to use this Equipment or participate in these Activities, I for myself, my Minors, and on behalf of my/their heirs, assigns, personal representatives and next of kin, hereby, indemnify, specifically release and forever discharge Company and its officers, agents and employees from any and all liability or claims for injury, illness, disability, death and loss of or damage to property that I may suffer while participating in these Activities. This release and discharge specifically includes, but is not limited to, liability or claims for injury, illness, disability, death, or loss of/damage to property caused by the negligence of Company, or its officers, agents, or employees. It is my intent to release and indemnify Company and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of Company or by alleged breach of contract, breach of warranty, or any other legal theory. I acknowledge that any and all claims or disputes arising from my or my Minor's participation in the use of Equipment or these Activities will be governed by the laws of the State of Indiana and that preferred venue shall be agreed to be the Circuit Courts of Delaware County, State of Indiana.

I hereby agree to bear all costs and fees incurred by Company in defending themselves against the claims of mine, my Minors, my heirs, assigns, personal representatives and next of kin. This Agreement constitutes the full Agreement between the Participant, their Parent/Guardian if Minor, and the Company. Time is of the essence of this Agreement. The receipt of the Equipment in good order and repair with approved flotation devices on board is hereby acknowledged by the Participant. Company is not the manufacturer of this Equipment and has not made, nor makes, any representation, warranty, or covenant, express or implied with respect to the condition, quality, durability, or suitability of the Equipment. I certify that I have inspected the Equipment and find that it is in good condition and suitable for my or my Minor's purposes. I expressly acknowledge and agree that if any part of the Agreement is found to be void or illegal by a court or competent jurisdiction, then the other parts of this Agreement will remain in full force and effect and will be given the broadest construction possible by the courts of the State of Indiana.

IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF INJURY, ILLNESS, DISABILITY, DEATH, OR DAMAGE OCCURS TO ME, MY MINORS OR MY PROPERTY WHILE ENGAGED IN THESE ACTIVITIES, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE COMPANY OR ITS OFFICERS, AGENTS, OR EMPLOYEES, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSE MY INJURY, ILLNESS, DISABILITY, DEATH, OR DAMAGE.

I HAVE CAREFULLY READ THIS DOCUMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS AN ASSUMPTION OF RISK, WAIVER, AND RELEASE AGREEMENT, AND I SIGN IT FREELY, VOLUNTARILY AND WITHOUT INDUCEMENT. I ALSO UNDERSTAND THAT I SHOULD NOT AND MAY NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS AND AGREE THAT COMPANY HAS A NO-ALCOHOL-ALLOWED POLICY AND WILL REMAIN IN COMPLIANCE WITH SUCH POLICY ON THE DATE OF PARTICIPATING IN THESE ACTIVITIES.

I further grant Company the right to photograph, videotape, and/or record me or my Minors and to use my or my Minor's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials without reservation or limitation.

Parent/Guardian/Participant (if 18 or over) Signature:_____ Date:_____

***FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINOR AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)***

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Parent/ Guardian's Signature:_____ Minors Name:_____ Date:_____