

Twin Rivers Tubing

PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

***** Read before signing *****

NAME: _____ CELL NUMBER: _____

EMAIL: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

IN CASE OF EMERGENCY CONTACT: _____ NUMBER: _____

In consideration of Twin Rivers Tubing leasing equipment to me, I hereby assume all LEGAL responsibility for the inherent risks and dangers of the agreed to activities. I do hereby agree to the following conditions:

1. I understand that there are inherent risks involved with these activities including, but not limited to the potential for sunburn, sun stroke, heat exhaustion, dehydration, insect / animal bites, cuts, scrapes, broken bones, drowning, permanent paralysis, and death. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISK, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.
2. I agree to wear my life jack at all times while on the water and will comply with all Federal, State and Local laws. I understand that consumption of alcoholic beverages is unsafe for any water activity and illegal in public (Which includes on the river and at public boat landings), and not approved by Twin Rivers Tubing.
3. I UNDERSTAND that there are seen and unseen dangers associated with this activity. I understand that severe storms or Acts of God may arise at a moment's notice and I will immediately remove my party from danger. I understand that all trips are self guided and that I am personally accountable for self rescue of my party. I willingly agree to comply with the terms and conditions. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. I agree to indemnify and hold harmless and agree not to sue twin Rivers Tubing, its officers, officials, agents and/or employees, other participants, sponsors, volunteers, advertisers, and if applicable, owners and lessors of land (Union station Pizza/The Sand Bar) or premises used to conduct the event (RELEASEES), from any and all claims, damages, losses, injuries, and expenses arising out of or resulting from participating in these activities.
5. I hereby agree to return all equipment at the mutually agreed set time, date, location in the same condition as it was received. I also agree that the boat will only be taken on the waters agreed to prior to the trip.
6. I represent and warrant that I am at of legal age (18 & older), and any person accompanying me are capable Swimmers, who are at least six years old, and are in good physical condition to participate in this trip.
7. I agree to report all damage or lost items immediately at the end of the trip and pay for them at that time, plus any collection attorney's fees that the Livery incurs though my failure to do so, according to the following schedule: I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PARTICIPANT'S SIGNATURE: _____ DATE: _____

FOR PARENTS/ GUARDIANS OF PARTICIPANT OF MINOR AGE 6 – 17, (UNDER 18 AT TIME OF TRIP) 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 Releases, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases 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 SIGNATURE: _____ DATE: _____