PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

READ BEFORE SIGNING

Herb's Wolf River Rafting

Participant Name: _____

In consideration of being allowed to participate in any way in rafting activities and related events, I understand, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releases or others, and assume full responsibility for my participation.
3. I willingly agree to comply with terms and conditions for participation. 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, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS HERB'S WOLF RIVER RAFTING, it's officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activities from any and all claims, losses, and liability arising out of or related to any INJURY, DISABILITY, OR DEATH I may suffer, or loss of damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

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.

X_____ _____ _____

Participant's Signature Age Date

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINOR AGE

(UNDER AGE 18 AT TIME OF REGISTRATION)

This is the certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above 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 the rafting activities as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X_____ _____ _____

Parent's Signature Date Emergency Phone