

CRAWDADDY'S TUBE RENTAL LLC
AGREEMENT TO PARTICIPATE
RELEASE OF LIABILITY & ASSUMPTION OF RISK
READ BOTH SIDES BEFORE SIGNING

IN CONSIDERATION of participating in the sport of tubing, rafting, and paddle boarding, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Crawdaddy's Tube Rental LLC and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that the sport of tubing, rafting, and paddle boarding involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage; Risks include, but are not limited to, death as a result of drowning or brain damage caused by near drowning; broken bones, torn ligaments or strains as a result of falls while on the vessel, falls while launching or exiting the water, or while carrying a tube, raft, or paddle board; medical conditions resulting from physical activity; dangerous weather conditions, insect bites, capsizing, being pinned between trees, hypothermia, sunburn, heatstroke, dehydration, inadequate supervision, horseplay, carelessness, poor tubing/rafting/paddle boarding techniques, poor swimming skills, exposure to communicable disease virus, bacteria, or illness, and damaged clothing or other property. I understand such risks cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity. **At all times, I must wear a USCG-approved life vest of my own or the one provided for me.**

2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Releasees or others, and freely assume full responsibility for my voluntary participation; I elect to participate despite the risks. In addition, if, at any time, I believe that event conditions are unsafe or that I'm unable to participate due to physical or medical conditions, then I will immediately discontinue participation.

3. I voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.

5. I will assume responsibility for any equipment assigned to me or any additional individuals listed on this waiver form. I will carry equipment at all times without dragging equipment on the ground. If any equipment is damaged, ripped, or punctured, I agree to be responsible for the retail replacement value of the assigned equipment.

6. I further stipulate and agree that while participating in the tubing, rafting, and paddle boarding trip, and/or its related events and activities, to be bound by all orders, rules, and directions of the Releasees.

7. I understand all tubes available are open-bottom tubes, and each rental includes a standard-sized life vest. Children under the age of 13 should have a properly fitted life vest on at all times. If a standard-issued life vest is not of adequate size, please supply your child with a life vest that fits.

Indiana state law states all children under age 13 must wear a life vest, at all times, on the river.

8. I have had sufficient time to read this entire document and, should I choose to do so, will consult with legal counsel before signing. Also, I understand this activity may not be available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and I agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain..

By signing this document, I agree that if I am hurt; or my property damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released based on any negligence claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT

PRINTED NAME: _____ DATE OF BIRTH: _____
ADDRESS _____
(Street) (City) (State) (Zip)
PHONE NUMBER: _____
E-MAIL: _____
SIGNATURE: _____
DATE: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

AND I, THE MINOR'S PARENT OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF TUBING, RAFTING, PADDLE BOARDING, AND RELATED ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN: _____
ADDRESS _____
(Street) (City) (State) (Zip)
PHONE NUMBER: _____
PARENT/GUARDIAN SIGNATURE: _____
(only if participant is under the age 18):
DATE: _____