

# PARTICIPATION AGREEMENT RELEASE OF LIABILITY AND ACKNOWLEDGMENT OF RISK

In consideration of the services of Tip-A-Canoe Stores, Inc., TVA, the city of Kingston Springs, Cheatham County, and the State of Tennessee, their agents, owners, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "TAC"). I hereby agree to release and discharge TAC, on behalf of myself, my children, any parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that canoeing on rivers entails known and unanticipated risks which can result in getting wet, physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: natural or man made objects; exposed or submerged rocks, trees, and other objects; rapids; fishing gear; sharp objects; other water craft; and the speed and stability of the canoe. Canoes can turn over or you can fall overboard. You can slip or fall resulting in damage to equipment or personal injury. Accidents can occur getting in and out of the canoe. Canoes are slippery when wet. Exposure to the natural elements can be uncomfortable and/or harmful. You should be aware that this exposure can cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps. Also, prolonged exposure to cold water can result in hypothermia and in extreme cases, death, and accidental drowning is a possibility. Furthermore, TAC employees have difficult jobs to perform. They seek safety, but are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction. *Personal property may be lost or damaged.*

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. *I understand that wearing a U.S. Coast Guard approved flotation device is an important safety precaution. If I am under thirteen (13) or a non swimmer, I will wear a life vest at all times.*

3. I warrant that I am of sound body and mind and *will not use intoxicants or drugs* while on the canoe trip or TAC property.

4. I will inspect all equipment before use. If it is defective I will inform a TAC employee. My use of the equipment will be construed to be my acceptance of the equipment as fully safe.

5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TAC 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 TAC's equipment or facilities, including any such claims which allege negligent acts or omissions by TAC.

6. Should TAC 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.

7. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which can 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.

8. In the event that I file a lawsuit against TAC, I agree to do so solely in the state of Tennessee, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against TAC on the basis of any claim for which I have releases herein.

I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by TAC to participate in its activities and to use its equipment and facilities. I further agree to indemnify and hold harmless TAC from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Phone: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_