

**TIPPECANOE RIVERSIDE RENTALS LLC
DBA RIVERSIDE RENTALS
AGREEMENT TO PARTICIPATE
RELEASE OF LIABILITY & ASSUMPTION OF RISK
* READ BEFORE SIGNING***

In consideration of being allowed to participate in any way in the Riverside Rentals' program, its related events and activities,

I, as participant (the "Releasor), hereby 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 RELEASEES or others, and assume full responsibility for my participation; and
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, 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 Company (Riverside Rentals) immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE RIVERSIDE RENTALS, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used for the activity (Releasees") WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASERS OF OTHERWISE, to the fullest extent permitted by law.

5. The undersigned also assumes full responsibility for any lost or damaged equipment (canoe/kayak/river tube, life jackets/cushions, & paddles) and has inspected and deemed the equipment in good working order. I ALSO AGREE TO PAY FOR ANY DAMAGE OR LOSS OF THESE WHILE IN MY CARE. Fees for lost or damaged equipment will be determined on a case-by-case basis (an approximate schedule of fees is posted in the office). A \$25 minimum fee will be charged to locate lost equipment.

6. I further stipulate and agree that the terms of this Agreement will apply to any minors accompanying me, that I am either the parent, legal guardian, or otherwise have direct and express permission from the minor's family for the minor to accompany me and for me to enter into this Agreement releasing the minor's legal rights and/or remedies, that I assume all risk and responsibility for such minors in accompanying me, and that I agree to indemnify and defend the Releasees for any loss, liability, damage or cost they may incur due to the presence of the minor on the canoe, kayak, and/or river tube trip, whether caused by the negligence of the Releasees or otherwise.

7. I further stipulate and agree, that while participating in the canoeing, kayaking, and/or river tubing trip, to be bound by all orders, rules, and directions of the Releasees.

RULES - READ BEFORE SIGNING ALL CLIENTS MUST HAVE WAIVER OF LIABILITY AND RESPONSIBILITY OF RENTED EQUIPMENT PAPERS SIGNED BEFORE LEAVING ON TRIP.

FOR YOUR SAFETY, COMFORT, AND ENJOYMENT, WE RECOMMEND: 2 PEOPLE TO A CANOE, WITH THIRD PASSENGER BEING A SMALL CHILD (IF APPLICABLE). WE HAVE SINGLE KAYAKS AVAILABLE FOR THIRD PERSONS. TRIP TIMES: TUBES AND BOATS MUST BE CHECKED IN BY 6:00 PM ON WEEKDAYS AND 7:00 PM ON WEEKENDS. FLOAT TIMES ARE APPROXIMATIONS. TIMES VARY DUE TO PADDLER RATE AND RIVER CONDITIONS. TUBE FLOATS ON THE RULE TAKE AROUND 50% LONGER THAN CANOES OR KAYAKS. RIVERSIDE RENTALS IS NOT RESPONSIBLE FOR THE WATER CONDITIONS, ROUTES, CAMPSITES, OR OTHER ACTIVITIES OF RENTERS OF ITS EQUIPMENT. OTHER THAN DROP-OFF, PROVIDER DOES NOT SUPERVISE ACTIVITIES.

NOTE: Wear sneakers or water shoes for wading. (Required for rental tubes)

NOTE: (THERE ARE NO REFUNDS ONCE THE BOATS/TUBES LEAVE RIVERSIDE RENTALS

RIVERSIDE RENTALS RESERVES THE RIGHT TO CANCEL ANY TRIP DUE TO WEATHER, RIVER CONDITIONS, OR ANY OTHER REASON WE DEEM NECESSARY AS MANAGEMENT.

ALCOHOLS WILL, AND OTHER SUBSTANCES MAY, IMPAIR JUDGMENT AND REDUCE A PARTICIPANT'S ABILITY TO EFFECTIVELY MANAGE THE RISKS ASSOCIATED WITH RIVERSIDE RENTALS' ACTIVITIES. WE INTEND TO LIMIT THE USE OF ALCOHOL. NO HARD LIQUOR ALLOWED. WE WILL ALSO CONTINUE TO REFUSE OUR SERVICES TO ANYONE THAT IN MANAGEMENT OPINION IS INTOXICATED OR CONTINUE TO INFLUENCE OF ANOTHER FOREIGN SUBSTANCE.

PARTICIPANTS ARE PROVIDED A US COAST GUARD APPROVED LIFE JACKET (PERSONAL FLOTATION DEVICE - PFD) AND ARE RECOMMENDED TO WEAR THEM PROPERLY; AND AS OF JULY 31, 2004 ANYONE 13 AND UNDER ARE REQUIRED TO WEAR THE PROVIDED PFD; PARTICIPANTS SHOULD WEAR APPROPRIATE FOOTWEAR AND CLOTHES. FAILURE TO ADHERE TO THESE AND OTHER SAFETY PRECAUTIONS MAY RESULT IN INJURY OR DEATH.

I HEREBY GIVE MY PERMISSION FOR MY CHILD TO PARTICIPATE IN CANOEING /KAYAKING /TUBING/RAFTING AT RIVERSIDE RENTALS. BY SIGNING BELOW, I CERTIFY THAT I HAVE READ THE RIVERSIDE RENTALS RULES, AND RELEASE & ASSUMPTION OF RISK AGREEMENT TO PARTICIPATE FORM. I ALSO CERTIFY THAT I HAVE READ AND UNDERSTAND THOSE FORMS AND ITS TERMS; UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN THIS FORM FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY SIGNING BELOW, I AGREE TO ALL TERMS CONTAINED IN THOSE FORMS. IF I AM SIGNING BELOW AS PARENT, LEGAL GUARDIAN OR OTHERWISE OF A PERSON UNDER AGE 18, I UNDERSTAND THAT THOSE FORMS APPLY BOTH TO MYSELF AND THE MINOR CHILD AND THAT THE MINOR CHILD UNDERSTANDS THE SAME.

ONE HOUSEHOLD
PARTICIPANT(S) (Print Name): _____

Mailing address: _____
City _____ State _____ Zip _____

E-mail address: _____ @ _____

RELEASOR (SIGNATURE) _____ Age _____ Date Signed: _____

RELEASOR (SIGNATURE) _____ Age _____ Date Signed: _____

RELEASOR (SIGNATURE) _____ Age _____ Date Signed: _____

RELEASOR (SIGNATURE) _____ Age _____ Date Signed: _____

Minor Child's Name	AGE	Relationship to minor
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____
4) _____	_____	_____
<input checked="" type="checkbox"/> PARENT/RELEASOR (SIGNATURE) OF MINOR CHILD (UNDER 18)	_____	Date Signed: _____