

J & J's River Run
11426 Benzing Rd.
Evart, Mi. 49631

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in the sport of canoeing, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence J & J's River Run 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 canoeing 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 launching or exiting the water, or while carrying a canoe; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby 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. This release does not apply to claims arising from intentional conduct. 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. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I/we will assume all risks for loss of equipment rented, if it is not returned to J & J's River Run, and are aware that I/we will also be held responsible for any damaged equipment. I am choosing of my own free will to participate in the water sport activities of J & J's River Run, therefore I knowingly and freely assume all risks, both known and unknown, even if arising from the negligence of the Releasees, or others, and assume full responsibility for my participation at J & J's River Run. I for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, and hold harmless J & J's River Run, their officers, officials, agents, and/or employees, 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 the person or property, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by the law. By signing this document, I agree that if I am hurt or my property is 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 on the basis of any claim for negligence. I have had sufficient time to read this entire document, and should I choose to do so may consult with legal counsel prior to signing. I fully understand the terms of the document and agree to be bound by its terms. I understand that I have given up substantial rights by signing it, and yet sign it freely, voluntarily, and without any inducement.

(Below to be filled out by group leader) Signatures required for all adults in group on back side of document.

Signature _____ Print name _____
Address City State Zip _____
Telephone _____ Date _____

I have had sufficient time to read this document in its entirety. I fully understand the terms of the document and agree to be bound by its terms. I understand that I have given up substantial rights by signing it, and yet sign it freely, voluntarily, and without any inducement.

Signatures required of all adults (in group) 18 yrs. or older.

- | | |
|------------|------------|
| (1) _____ | (2) _____ |
| (3) _____ | (4) _____ |
| (5) _____ | (6) _____ |
| (7) _____ | (8) _____ |
| (9) _____ | (10) _____ |
| (11) _____ | (12) _____ |
| (13) _____ | (14) _____ |
| (15) _____ | (16) _____ |
| (17) _____ | (18) _____ |
| (19) _____ | (20) _____ |
| (21) _____ | (22) _____ |
| (23) _____ | (23) _____ |
| (24) _____ | (25) _____ |
| (26) _____ | (27) _____ |
| (28) _____ | (29) _____ |
| (30) _____ | |

PARENT OR GUARDIAN ADDITIONAL AGREEMENT
 (Must be completed for participants under the age of 18)

In consideration of _____
 (PRINT minor's names being permitted to participate in this activity), 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 Releasees from any and all liabilities incident 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 of the law.

X _____ Date signed _____
 Parent/Guardian's signature

In consideration of _____
 (PRINT minor's names being permitted to participate in this activity), 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 Releasees from any and all liabilities incident 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 of the law.

X _____ Date signed _____
 Parent/Guardian's signature

In consideration of _____
 (PRINT minor's names being permitted to participate in this activity), 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 Releasees from any and all liabilities incident 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 of the law.

X _____ Date signed _____
 Parent/Guardian's signature