

Participants Voluntary Release of Liability and Assumption of Risk Agreement

Read Before Signing, This is a legal binding contract.

North American Canoe Tours, Inc. & Farmington River Tubing

Participants Name (Print) _____ Emergency phone # _____
Age _____ (If you are under 18 you must also have the bottom section signed by your parent/guardian)

In exchange for being allowed to use the equipment rented from Farmington River Tubing and to participate in any way in the activity of river tubing and its related events, I the undersigned, for myself and my successors or assigns, acknowledge, appreciate, and agree that:

- 1.** I can swim and I am physically and mentally capable of participating in this activity. I will wear a Personal Flotation Device at all times while participating. I will not take, use, or be under the influence of alcohol, drugs, or any other imperative substances while participating.
- 2.** Farmington River Tubing is a rental company which rents inner tubes, PFD's, and Transportation. It does not own, control, alter or maintain the river or the surrounding areas including the Satan's Kingdom State Recreation area, the Nepaug State Forest, the Private property along the river, nor the D.O.T. & D.E.E.P. property located at the take out.
- 3.** The use of the equipment rented from Farmington River tubing, the transportation provided, and the activity of river tubing and its related events is inherently hazardous. By way of example, and not limitation, these hazards include: wet or uneven surfaces, slips, trips, falls, collisions with or entrapment in rocks or trees both above and below the water, equipment failure, vehicle accidents, encounters with wildlife, and weather conditions.
- 4.** The risk of injury from these hazards, both known and unknown, as well as from the use of the equipment, the transportation provided, and the use of the river and its surrounding areas is significant. Including but not limited to; cuts, lacerations, bruises, sprains, strains, dislocations, broken bones, head injuries, drowning, permanent paralysis, or death.
- 5.** I have familiarized myself with the conditions of the river, including its sides and the surrounding areas, and the weather conditions/forecast for the duration of my use of the equipment and my involvement in the activity.
- 6.** I knowingly and freely assume all risks, both known and unknown, related to the use of the equipment, the transportation, or the activity of river tubing and its related events; even if arising from the negligence of the Releasees or others, and assume full responsibility for myself while using the equipment, the transportation, or while participating in the activity of river tubing and its related events.
- 7.** I willingly agree to comply with all written and verbal terms, conditions, warnings, restrictions, and directions given by Farmington River Tubing or others for the use of the equipment, the transportation, and the activity of river tubing and its related events.
- 8.** If I incur any injuries while using the equipment or participating I will immediately notify a Farmington River Tubing representative, fill in and sign an accident form, and seek any necessary medical attention at my own expense.
- 9.** I, for myself and on behalf of successors, my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, hold harmless, and promise not to sue Farmington River Tubing, North American Canoe Tours Inc., its officers, officials, servants, volunteers, agents and or employees, other participants, sponsors, advertisers, promoters, property owners or lessors, public entities, and any other individual that is connected in any manner with the rental of the equipment, the transportation, or the activity and its related events, from any and all claims, demands, losses, and liability arising out of or related to any injury, disability, or death I may suffer, or loss or damage to person or property, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.
- 10.** I agree that should I or my successors or assigns assert a claim as a result of my use of the equipment, transportation, or participation in the activity of river tubing and its related events, the claiming party shall be liable for the expenses, including legal fees, incurred by the Releasees. The claim shall be submitted to arbitration before the American Arbitration Association, and not by way of civil lawsuit filed in either the state or federal courts. Three arbitrators, including one neutral shall be utilized.
- 11.** Every term and provision of this contract is intended to be severable in whole or in part. If any of them are found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable on me, my successors and assigns.
- 12.** I acknowledge and agree that North American Canoe Tours, Inc. / Farmington River Tubing may capture photographs and videos for promotional and marketing uses both online and in print while I am participating, which I may be included in, and I waive any and all rights to their use and to compensation, payments, or royalties from my inclusion and their use..

I have read this document, fully understand its meaning and intent of same, understand that I am giving up substantial rights by signing it, and sign it voluntarily for the privilege of using the rented equipment, the transportation, and participating in the activity of river tubing and its related events.

Participants Signature: _____ Date: _____

Consent and release of Parent or Guardian for minors under 18 yrs old.

I am the parent or guardian of the minor listed above. I certify that they properly fit into the equipment, that they are able to properly use it, and that they are capable of participating in the activity of river tubing and its related events. I certify that I, as parent/guardian with legal responsibility for this participant, do consent to their use of the equipment and participation in the activity of river tubing and its related events. I agree that the terms of the contract above shall likewise bind me, my child, my heirs, legal representatives, and assigns. I hereby release and shall defend, indemnify and hold harmless Farmington River Tubing and North American Canoe Tours Inc., its officers, officials, servants, volunteers, agents and or employees, other participants, sponsors, advertisers, promoters, property owners or lessors, public entities, and any other individual that is connected in any manner with the rental of the equipment, the transportation, or the activity and its related events from every claim and any liability arising out of my minor's use of the equipment, transportation, or participation in the activity of river tubing and its related events. I further promise not to sue the entities referenced above on my behalf or on behalf of my minor listed above. **I have read this document fully. I fully understand its meaning and intent of same. I understand that I am giving up substantial rights for myself and for my minor listed, and voluntarily sign it for the privilege of allowing my minor to use the rented equipment, the transportation, and to participate in the activity of river tubing and its related events.**

Print name: _____ Signature: _____ Date: _____