

Arnold River Battle

RELEASE OF LIABILITY/LIABILITY WAIVER FORM

By signing below, I acknowledge that all activities sponsored or conducted by the Arnold River Battle may be hazardous, and may result in accident, loss, damage, injury or death. I am aware that during any trip in which I am participating under the arrangement of Arnold River Battle or any of its representatives, agents, directors, volunteers, landowners, trip coordinators, or fellow paddlers, certain substantial risks and dangers may occur, including but not limited to injury or death resulting from the hazards of traveling in rough river conditions, accidents on land along the river, accidents or illnesses without medical facilities, the forces of nature, and travel by automobile, bus or other conveyance.

Specifically, I understand that canoeing and kayaking poses numerous dangers including, without limitation, down trees and fences, swift moving water, rocks, and other known and unknown risks inherent to the sport of canoeing and kayaking and that I voluntarily am participating with knowledge of such risks and dangers.

In consideration of and as part payment for the right to participate in such river trip or other activities and the services and food, if any, arranged for me by Arnold River Battle or any of its representatives, agents, directors, volunteers, landowners, trip coordinators, or fellow paddlers, and with full knowledge of the aforementioned dangers, and intending to be legally bound, I hereby agree for myself and on behalf of all of my family and heirs to RELEASE the Arnold River Battle or any of its representatives, agents, directors, volunteers, landowners, trip coordinators, or fellow paddlers from any and all liability, claims, demands or any causes of action, and NOT TO SUE OR OTHERWISE MAKE ANY CLAIM against the Arnold River Battle or any of its representatives, agents, directors, volunteers, landowners, trip coordinators, or fellow paddlers whatsoever which may arise during my participation in any activities of the Arnold River Battle. I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments, expenses and costs, including but not limited to attorney's fees, incurred in connection with any claims brought as a result of my participation in Arnold River Battle activities and which are released by the terms of this agreement.

I intend this RELEASE OF LIABILITY to be effective whether or not any accident, loss, damage, injury or death RESULTS FROM THE NEGLIGENCE of the Arnold River Battle or any of its representatives, agents, directors, volunteers, landowners, trip coordinators, or fellow paddlers. I understand that negligence means a failure to do an act which a reasonably prudent person would do, or the doing of an act which a reasonably prudent would not do, under the same or similar circumstances, to protect himself or herself, or others, from accident, injury or death.

I agree to be solely responsible for my own safety and to take every precaution to provide for my own safety and well-being while participating in activities sponsored or conducted by the Arnold River Battle. This RELEASE AND WAIVER is given in the interest of

permitting the Arnold River Battle to exist and serve the paddling community and to enable fellow paddlers and others to feel free to donate their services and to help each other without fear of liability.

This RELEASE AND WAIVER has no expiration date.

PLEASE PRINT NEATLY

Participant's Name _____

Signature _____

Address _____

City _____ State _____ Zip _____

Date of Birth _____

MINOR RELEASE

And I, the Minor's Parent and/or Legal Guardian, understand the nature of Arnold River Battle's 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 activities. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless Arnold River Battle or any of its representatives, agents, directors, volunteers, landowners, trip coordinators, or fellow paddlers from all liability claims, demand, losses, or damages on the Minor's account caused or alleged to be caused in whole or in part by the negligence of the Arnold River Battle or any of its representatives, agents, directors, officers, volunteers, members, trip coordinators, or fellow paddlers, including negligent rescue operation and further agree that if, despite their release, I, the Minor, or anyone on the Minor's behalf makes a claim against any of the above mentioned I will indemnify, save, and hold harmless each of the above mentioned from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim.

UNDER 18 years of age: Must have the signature of the Parent and/or Legal Guardian that is participating on the team with the minor.

Name of Parent/Guardian _____ Signature _____

Relationship _____

Date _____