

## RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

In consideration of being permitted to rent river rafting tubes ("Tubes") from Portneuf Rapids Tube Rental, LLC, I agree as follows:

1. I know that (a) using Tubes involves risks and dangers of serious injury, including but not limited to permanent disability, paralysis, and death (collectively, the "Risks"); (b) the Risks may occur from, among other things, carrying, transporting, using, disembarking, or falling from Tubes, or from Tubes deflating, catching on rocks, or floating away; (c) the Risks may be caused by my own actions or inactions, the actions or inactions of others, natural conditions, and/or the negligence of the "Releasees" named below; (e) floating on the Portneuf River or any other body of water is inherently dangerous and there are visible and invisible hazards including but not limited to waterfalls, rocks, undercurrents, eddys, foreign objects, and other floaters; (f) there may be other risks not known to me or that are not readily foreseeable at this time; and (g) the physical, social, and economic losses and/or damages that could result from the Risks could be severe and could permanently change my future.
2. I hereby accept and assume all Risks, known and unknown, and assume all responsibility for losses, costs, and damages, arising from or related to my use of Tubes, even if caused, in whole or in part, by the negligence of the Releasees named below.
3. I hereby release and covenant not to sue Portneuf Rapids Tube Rental, LLC, and its principals, officers, agents, and employees (collectively, the "Releasees") from all liability arising from or related to the use of Tubes, whether or not resulting from the actions, inactions, negligence, or misconduct of the Releasees, to the fullest extent permitted by law.
4. If anyone acting on my behalf makes a claim against any of the Releasees for matters to which I have released them from liability, I agree to defend, indemnify, and hold harmless the Releasees from all expenses, attorney fees, loss, liability, damage, and costs they may incur due to the claim made.

I HAVE READ THIS AGREEMENT, UNDERSTAND WHAT IT SAYS, AND SIGN IT VOLUNTARILY.

\_\_\_\_\_ Age: \_\_\_\_\_ Date: \_\_\_\_\_  
Participant Signature  
Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Address: \_\_\_\_\_

### FOR PARENTS/GUARDIANS OF MINORS (under age 18)

This is to certify that I, as parent/guardian with legal responsibility for the minor participant named above, hereby consent and agree that (a) the release and waiver of liability, assumption of risk, and indemnity provisions set forth above apply to the minor participant named above, and (b) I hereby release and agree to indemnify and hold harmless the Releasees from all liability arising from or related to the use of Tubes by the minor participant, whether or not resulting from the actions, inactions, negligence, or misconduct of the Releasees, to the fullest extent permitted by law.

\_\_\_\_\_ Age: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent/Guardian Signature  
Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Address: \_\_\_\_\_