

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Native American Games, Inc. dba Shotgun Eddies Raft Rentals, their agents, owners, officers, volunteers, participants, employees, and other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SERR"), hereby agree to release, indemnify, and discharge SERR, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- 1. I acknowledge that my participation in river raft trip entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: whitewater rapids will be encountered. Rafts could turn over or I could be "washed" overboard. I can slip or fall during a hike, resulting in damage to equipment or personal injury. Accidents can occur getting on and off the raft. Rafts are slippery when wet. Exposure to the natural elements can be uncomfortable and/or harmful. I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps. Also prolonged exposure to cold water can result in hypothermia and in extreme cases death and accidental drowning is also a possibility.

Furthermore, SERR employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

- 2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SERR 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 SERR's equipment or facilities, **including any such claims which allege negligent acts or omissions of SERR.**
- 4. Should SERR 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.
- 5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
- 6. In the event that I file a lawsuit against SERR, I agree to do so solely in the state of Wisconsin, and I further agree that the substantive law of the state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or enforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SERR on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____

Print Name _____

Age _____

Date _____

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of _____ (print minor's name) ("Minor") being permitted by SERR to participate in its activities and use its equipment and facilities, I further agree to indemnify and hold harmless SERR from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____