

PARTICIPATION AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

I the undersigned, in consideration of the services of Sugar Valley Canoe Trips, Ltd., its officers, employees, agents or representatives (hereinafter referred to as "SV CANOE TRIPS, LTD."), hereby agree to release and discharge SV CANOE TRIPS, LTD. on behalf of myself, my heirs, assigns, personal representative and estate as follows:

1. I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and/or volunteer is an unguided canoe trip, which bears certain known risks and unanticipated risks which could result in injury, death, or damage to myself, to my property or to spectators or other third parties. The following describes some, but not all, of these risks: DROWNING, CAPSIZING, COLLISION WITH ROCKS OR OTHER ITEMS NATURALLY OR UNNATURALLY FOUND IN RIVERS, GETTING LOST, MISSING DOCKING SITE, EXPOSURE TO SEVERE WEATHER CONDITIONS, WILDLIFE ATTACKS AND INJURY CAUSED BY OTHERS WHILE PARTICIPATING IN THE CANOE TRIP.

2. With full knowledge that this activity entails both known and unknown risks of injury to myself, to spectators, and to other third parties, I accept and assume sole and entire responsibility for any loss of life or injury to myself, to others, and to any property arising from my participation in this activity.

3. I hereby covenant for myself, my heirs and assigns, not to sue and to forever release and discharge, and to hold harmless and indemnify SV CANOE TRIPS, LTD., its agents, employees, property owners, lessors, and all other persons or entities from any and all known or unknown, foreseeable or unforeseeable, bodily and personal injuries, damage to personal or real property, and the consequences thereof, in any way connected with my participation in the activity, including specifically but not limited to the negligent acts or omissions of SV CANOE TRIPS, LTD., its agents, employees, property owners, lessors, and all other persons or entities, for any and all injury, death, illness or disease, and damage to myself or my property.

4. Should it become necessary for SV CANOE TRIPS, LTD. or someone on their behalf, to incur attorney's fees and costs to enforce this agreement, or any portion thereof, I agree to pay SV CANOE TRIPS, LTD.'s reasonable costs and attorney fees thereby expended or for which liability incurred.

5. I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

6. I will be held liable for any damage or loss of equipment (Canoe \$500, Tube \$40, Paddle \$15, Life Jacket \$10). If I fail to dock at the pick-up bridge within the time limit, I agree to pay \$20 per hour late fee. If I abandon my equipment I will pay all costs incurred in retrieving equipment.

7. Having read this entire document, I fully understand and agree with its terms and conditions.

DATED: _____ TRIP NO: _____ DEPARTURE TIME: _____

SIGNATURE(S) OF PARTICIPANTS

SIGNATURE(S) OF PARTICIPANTS

PLEASE WRITE LEGIBLY

PARENTAL/GUARDIAN AUTHORIZATION (Required only if participant is a minor)

I fully understand and agree with the terms and conditions above and sign on behalf of my minor child:

Minor Child(ren) _____

Signature of Parent/Guardian

Printed Name