

**PARTICIPATION AGREEMENT: READ CAREFULLY**

In consideration of being allowed to participate in any way in the Tippecanoe and Kayaks Too program, its related events and activities, I, \_\_\_\_\_ the undersigned, acknowledge, appreciate, and agree that:

- 1. The potential risk of injury from the activities involved in the program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce risk, the risk of serious injury does exist; and,
- 2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or other, and assume full responsibility for my participation; and,
- 3. I willingly agree to comply with the stated customary terms and conditions of participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from the participation and bring such to the attention of the Company immediately; and,
- 4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Tippecanoe and kayaks too, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lesser of premises used for the activity ("Releases"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property including personal property such as but not limited to; vehicle, canoe, kayak, pets, fishing gear, coolers, etc. associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
- 5. I AM RESPONSIBLE FOR EQUIPMENT IF LOST, ABANDONED OR DAMAGED. I will inspect said equipment prior to **using it in order to determine if it is in a safe condition of repair and river worthy, and I agree to return it in the same** general condition. \$800 per CANOE or TANDEM KAYAK; \$400 per KAYAK; \$30 per TUBE, PADDLE, LIFEVEST, HELMET or COOLER CARRIER. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OR RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I AGREE TO LISTEN TO THE SAFETY PRESENTATION AND TO ASK ANY AND ALL QUESTIONS PRIOR TO DEPARTURE.

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (Less than 18 years) This is to certify that I, as parent/guardian with legal responsibility for my minor(s) participant, do consent and agree to his/ her release as provided above of all the Releasees, and, for myself, my child and our assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. I agree to properly fit my child's life jacket and to keep it secure on his/her person at all times while on the river.

***I Have Read, Understand & Agree to the Content of this Agreement for rental equipment***

Participant's Printed Name \_\_\_\_\_ Age \_\_\_\_\_ Date \_\_\_\_\_

Signature/Guardian's Signature \_\_\_\_\_

EMERGENCY PHONE NUMBER: \_\_\_\_\_

VEHICLE: MAKE: \_\_\_\_\_ COLOR: \_\_\_\_\_ PLATE #: \_\_\_\_\_

CELL PHONE NUMBER: \_\_\_\_\_

**All vehicles must be moved off site by closing time. Abandoned vehicles are subject to towing at the owner's expense.**

**BOAT OWNERS:** I, \_\_\_\_\_, take personal responsibility for my boat. Tippecanoe and Kayaks Too, LLC will take every precaution to carefully handle and transport your personal boat, however, I willingly release Tippecanoe and Kayaks Too, LLC from any and all damage that may be incurred on my boat during transit.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DOG OWNERS:** I, \_\_\_\_\_ fully and willingly assume all responsibility for my dog while on Tippecanoe and Kayaks Too (TKT) property and while on their boat. I fully understand my dog is not permitted in or on any rafts or tubes. I agree to keep my dog on a leash while on TKT property, at take-out and put-in river sites, and to control their behavior while on the river. I assume all risk of loss, injury, illness, disease or damage of any kind to the dog(s) while on TKT properties. And I assume and shall bear all risk of loss, injury, disease of any kind to any person or animal caused by my dog while on TKT properties. I agree to clean up after my dog on TKT property and along the river and to dispose of the waste properly.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**HOW DID YOU HEAR ABOUT US?**

**YELP**

**WEBSITE**

**FACEBOOK**

**GOOGLE**

**FRIEND**

**DROVE BY**

