

Mendota Expeditions, LLC

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PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

*****READ CAREFULLY BEFORE SIGNING*****

In consideration of Mendota Expeditions, LLC leasing equipment or providing related services to me, I hereby assume all LEGAL responsibility for the inherent risks and dangers of the agreed to activities. I agree to the following conditions:

- 1.** I understand that there are inherent risks involved with tubing activities including, but not limited to the potential for sunburn, sun stroke, heat exhaustion, dehydration, insect or animal bites, cuts, scrapes, falls, broken bones, drowning, permanent disability, and death. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISK, both known and unknown**, and assume all responsibility for my participation. I agree to bear the cost of any medical bills for me and family members/minors participating if an injury should occur.
- 2.** I agree to wear my **personal flotation device (PFD)** at all times while on the river and will comply with all federal, state, and local laws. I understand that **consumption of alcoholic beverages/drugs** is unsafe for any water activity, **illegal** in public, and not allowed by Mendota Expeditions, LLC. I will also wear my **seatbelt** while being transported in the shuttle.
- 3.** I understand that there are seen and unseen dangers associated with this activity. I understand that severe storms or an emergency may arise at a moment's notice, and I will immediately remove my party from danger as quickly as possible. I understand that all trips are **self-guided** and that I am personally responsible for **self-rescue** of my party. I will call 911 ASAP and notify Mendota Expeditions if an emergency arises.
- 4.** I understand that I **should not exit the river except at designated exit** because I will be trespassing on privately owned land that is on either side of the river unless an emergency arises requiring assistance or calling 911. I understand that if I trespass on private land and am charged, all fees/court costs are my responsibility and not those of Mendota Expeditions LLC.
- 5.** I agree to indemnify and **hold harmless and agree not to sue Mendota Expeditions, LLC, its officers, officials, agents, and/or employees, other participants, sponsors, volunteers, advertisers, and if applicable, owners and lessors of land or premises** used to conduct the event (RELEASEES), from any and all claims, damages, losses, injuries, and expenses (such as loss of a cell phone or jewelry) arising out of or resulting from participating in these activities.
- 6.** I hereby **agree to return all equipment** at the mutually agreed set time, date, and location in the same condition as it was received. I agree to be held accountable and pay for equipment that I rent if it is not returned and perhaps lost down the river (maximum cost \$60 per rider for tube/life jacket).
- 7.** I represent and warrant that I am at **legal age (18 or older)**, and any person accompanying me is at least **four years old**, and is in good physical condition to participate in this trip.
- 8.** I consent to the use without compensation of releases of **photographs and video** recordings made of me or the minor identified below while participating in the activity and agree that such materials are the sole property of the releasees.

9. I understand that **permission is not granted for me to be on any of the properties used by Mendota Expeditions whenever I want.** I understand that special permission has been given to Mendota Expeditions to use these locations so I should only be there when participating in tubing with the business and be respectful by throwing away trash and not disturbing anything.
10. I am not relying on any oral or written representation or statements made by the RELEASEES, other than what is set forth in this Agreement. **This release shall be binding to the fullest extent permitted by law.**

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND EXPRESS ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Print Participant's Name Participant's Signature Date City/State/Zip Telephone number

Print Participant's Name Participant's Signature Date City/State/Zip Telephone number

For PARENTS/GUARDIANS OF THE FOLLOWING MINORS. This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her participation in tubing. I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents for the following minor's involvement or participation in these programs as provided above by Mendota Expeditions, LLC. (Fill in blanks that are needed for the number in your party.)

- | | |
|--|--|
| 1. _____
Print Minor's Name Age | 2. _____
Print Minor's Name Age |
| 3. _____
Print Minor's Name Age | 4. _____
Print Minor's Name Age |
| 5. _____
Print Minor's Name Age | 6. _____
Print Minor's Name Age |

Print Parent/Guardian's Name Parent/Guardian Signature Date

Relationship to Minor(s) Telephone Number