

## **PARTICIPANT AGREEMENT, ACKNOWLEDGMENT OF RISK, WAIVER OF LIABILITY, WAIVER OF PRIVACY AND CONSENT**

In consideration of the services of Cajun Tubing & Kayaking, their agents, owners' officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "CTK"), I hereby agree to release, indemnify, and discharge CTK, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

**NO INSURANCE COVERAGE:** I understand that I am not covered by CTK's insurance and by participating in tubing, kayaking, swimming and all other events on CTK properties, I the undersigned, acknowledge, appreciate and agree that:

### **(1) ACKNOWLEDGEMENT OF RISKS**

- I acknowledge that the risk of injuries from tubing, kayaking, swimming and all other activities while on CTK properties are significant, including the potential for physical or emotional injury, paralysis, dismemberment, drowning, near drowning, brain damage, asphyxiation, death or damage to myself, to property, or to other parties.
- I understand that the risk cannot be eliminated without compromising the quality of the experience.
- I understand that rivers, by their nature, are unpredictable and I may come in contact with various obstacles such as sticks, logs, log jams, or other objects or obstructions, whether naturally occurring or man made.
- I understand that I may encounter different water speeds and depths and may lose my tube, kayak or other belongings.
- I understand that the weather is unpredictable and rain, high winds, or storms may occur while I am engaged in activities while on CTK properties or involved in CTK activities.
- I knowingly and freely assume all such risks, both known and unknown, for any injury to myself or others, including, but not limited to: contact with wildlife, exposure to the elements, sticks, logs, log jams, negligence of others, bites, stings, cuts, bacteria or other microscopic organisms, currents, deep water, cliffs, wet ground, uneven ground, steep ground, slippery surfaces, submerged trees, submerged objects, or Acts of God, and I also assume full responsibility for my participation.
- I agree to assume all risks to me, or by me, associated with any equipment not owned or provided by CTK. Further, I understand that no specific warranties or guarantees are provided by CTK for the use of any equipment or devices provided by CTK, and all such equipment and devices are subject to the same terms and conditions stated herein, and I assume all risks associated with using or accepting such equipment or device provided by CTK.
- I understand that "activities" includes, but is not limited to, any transportation, participation in recreational events, and any services or any equipment related thereto.
- I hereby release all claims, demands, or causes of action, whatsoever in nature, which are any way connected with my participation in activities or use of equipment associated with CTK, including, but not limited to, any such claims which allege a negligent act or omission of CTK.
- I certify that I have adequate insurance to cover any injury I may cause to or suffer while participating. I agree to bear the cost of such injury or damage to myself, or others. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.

### **(2) WAIVER OF PRIVACY AND CONSENT**

- I consent to the use of any photographs, pictures, film or videotape taken of me, taken by me, or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright and/or ownership right connected thereto.

### **(3) WAIVER OF LIABILITY / HOLD HARMLESS & INDEMNIFICATION**

- I, myself, and on behalf of my heirs, assignees, personal representatives and relatives, HEREBY RELEASE, INDEMNIFY, and HOLD HARMLESS, CTK, its officers, agents and/or employees, and owners from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH, I may suffer, or loss or damage to person or property, including any attorney's fees or costs associated therewith, whether arising from the negligence of CTK, others, or myself, or any combination thereof, to the fullest extent permitted by law.

**(4) CHOICE OF LAW, VENUE & BINDING ARBITRATION**

- In the event that a claim of whatever nature is made by me, or on my behalf, I agree to submit to binding arbitration on all matters asserted. The arbitration association shall be determined by CTK.
- Louisiana law applies to any claim or dispute against CTK, and further I agree that any substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

**(5) SEVERABILITY**

- I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**(6) TERMS AND CONDITIONS**

- The terms and conditions stated herein shall not be modified, by any oral agreement, or otherwise, unless specifically agreed to in writing and is signed and dated by a duly authorized representative of LRA.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF 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.**

Date: _____		<u>Life Jacket</u>	<u>Rental</u>
Name: _____	Age: _____	Emerg # _____	Yes / No    Tube Ice Chst Kayak
Name: _____	Age: _____	Emerg # _____	Yes / No    Tube Ice Chst Kayak
Name: _____	Age: _____	Emerg # _____	Yes / No    Tube Ice Chst Kayak
Name: _____	Age: _____	Emerg # _____	Yes / No    Tube Ice Chst Kayak
Name: _____	Age: _____	Emerg # _____	Yes / No    Tube Ice Chst Kayak
Name: _____	Age: _____	Emerg # _____	Yes / No    Tube Ice Chst Kayak
Name: _____	Age: _____	Emerg # _____	Yes / No    Tube Ice Chst Kayak
Name: _____	Age: _____	Emerg # _____	Yes / No    Tube Ice Chst Kayak
Name: _____	Age: _____	Emerg # _____	Yes / No    Tube Ice Chst Kayak

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORS UNDER THE AGE OF 18**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above. I release and agree to indemnify and hold harmless CTK from any and all liability to the minor child's involvement of or participation in these activities as provided above. EVEN IF ARISING FROM THE NEGLIGENCE OF CTK, THEMSELVES OR OTHERS, to the fullest extent permitted by law.

Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Relationship: \_\_\_\_\_