



EAGLE'S REST CAMPGROUND TUBING

WAIVER AND RELEASE OF LIABILITY

I the undersigned acknowledge, appreciate and agree that there is risk of injury involved in the activity of "river tubing". I agree to adhere to posted rules at Eagle's Rest Campground.

I knowingly and freely assume all such risks, both known and unknown, even if arising from negligence of employees (Releasees) or others, and assume full responsibility for my participation in this activity.

I acknowledge and agree that Eagle's Rest Campground has supplied a tube(s) and are in no way responsible for my safety on the water or while being transported to and from the water.

I willingly agree to comply with the terms and conditions for participation for this activity. If however, I observe any unusual hazard or danger during my presence or participation, I will remove myself from such and bring such to the attention of an employee or the owners of Eagle's Rest Campground, immediately.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, IDEMNIFY AND HOLD HARMLESS Eagle's Rest Campground, its owners, agents, Releasees from all claims, demands, actions or suits at law with respect to any injury, disability, loss or damage to person or property, death, WHETHER ARISING FROM THE NEGLIGENCE OF Eagle's Rest Campground or otherwise.

I have read this release of liability and assumptions 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.

Participants Name: _____ Date: _____

Participants Signature: _____

For Parents/Guardians of Minor Age Participants (Under age 16)

This is to certify that I, as parent/guardian of this participant, do consent and agree to his/her/their indemnification, release and hold harmless as provided above all Releasees, and I, for myself and on behalf of my heirs, assigns and next of kin, hereby release, indemnify and hold harmless the Releasees from any and all claims incident to my child's involvement in this activity even if arising out of the negligence of the Releasees.

Parent/Guardian Name: _____

Parent/Guardian Signature: _____