TUBING, KAYAKING & CANOEING WAIVER

PARTICIPANT RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT

\*\*\*READ BEFORE SIGNING\*\*\*

**NO REFUNDS DUE TO WEATHER. BUSES WILL SHUT DOWN IF THERE IS LIGHTNING.**

Organization Name \_\_ Great Wolf Tubing Company, LLC\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participants Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Please Print)

In consideration of being allowed to participate in any way in tubing/kayaking/canoeing, I the undersigned acknowledge, appreciate, and agree that:

1. The risk of injury from the activity of tubing and/or kayaking and/or canoeing is significant, including the potential for permanent paralysis and death.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS, and assume full responsibility for my participation.
3. I willingly agree to comply with terms and conditions for participation, which includes the use of the Personal Flotation Device provided to me by Great Wolf Tubing Company, LLC. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participating and bring such to the attention of the nearest official immediately.
4. By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film, or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE Great Wolf Tubing Co, LLC, it’s officers, officials, agents and /or employees, other participants, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (RELEASEES), 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 of damage to person or property WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
6. I HAVE READ THIS RELEASE OR LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participants Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER 18 AT TIME OF REGISTRATION) 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 of all the Releases, and, for myself, my heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child’s involvement of participation in these programs as provided above. EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Parent/Guardian Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency #