

ASSUMPTION OF RISK AGREEMENT, WAIVER, AND LIABILITY RELEASE FOR PERSONS AGE 18 AND OVER. PLEASE READ CAREFULLY BEFORE SIGNING.

Whereas, I, by signing the second page of this Agreement, have voluntarily engaged the services of Minnesota Whitewater, LLC (hereinafter referred to as "MW", which includes its owners, officers, directors, agents, employees, & shareholders) to convey the undersigned on a river rafting/kayaking trip, portions of which trip will be through turbulent river rapids (such a trip being hereinafter referred to as "whitewater rafting", and

Whereas, MW or its authorized agents have informed me of the following: (1) that whitewater rafting is hazardous and has inherent and numerous risk which include, but are not limited to: death; personal injury; loss of, or damage to, personal property; (2) that MW cannot guarantee my safety while participating in such activities, neither on the water nor during conveyance to or from the points of entry and egress from the water; (3) that any and all advice, instruction, or encouragement provided by MW, its owners, officers, directors, employees, and agents may prove to be poor or wrong leading to death, personal injury, or loss of or damage to personal property; and (4) that MW, its owners, officers, directors, employees and agents can and do make mistakes and commit errors of judgement.

Now therefore I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, hereby voluntarily accept and assume, to the fullest extent permitted by law, all responsibility for, and all risk of, damage or injury, whether or not specifically identified herein, that may occur to myself or my property while participating in the whitewater rafting trip or the conveyances to or from the entry or egress points of said trip, or while using MW's equipment or facilities, or while being transported by MW. In consideration of being accepted as a participant in the whitewater rafting trip, I do, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, hereby voluntarily release, indemnify, hold harmless, & discharge MW, its owners, officers, directors, agents, employees, & shareholders from all claims, demands, rights, or causes of action, present or future, whether known or unknown, anticipated or unanticipated, whether due to acts of active or passive negligence, or due to anyone's willful and wanton and intentional conduct, and resulting from or arising out of, or incidental to, my participation in any activities related to the whitewater rafting trip, or the use of MW's equipment and/or facilities, or while being transported by MW. MW shall not become liable nor responsible in any way in connection to the whitewater rafting trip for any damage, injury, disability, or death I may suffer, or loss or damage to my person or property, or for the cost of any medical or other expenses incurred by me by my voluntary participation in this activity, to the fullest extent allowed by law.

Further, I verify: (1) that no medical condition exists which could pose a threat to my health or life during participation of this activity; (2) that I am not pregnant; (3) that I have notified an authorized MW employee or agent of the existence of any and all unique intellectual, emotional, physical, or other health conditions present in myself; (4) that I am not presently, nor will I be during or commensurate with, participation in any of the above noted activities, under the influence of alcohol, marijuana, nor any other hallucinogenic or illegal drug(s); (5) that I am 18 years of age or older.

Further, I hereby permit MW the use of any and all audio or visual imagery or recordings, in any format, gathered or produced during my participation in, or around, the whitewater rafting trip; such recordings and imagery to be freely used by MW for advertising, promotion, publicity, resale or profit, or any other use, commercial or otherwise.

IN SIGNING THIS DOCUMENT I HEREBY AFFIRM THAT I FULLY RECOGNIZE THAT IF I AM HURT OR ANY PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THIS ACTIVITY I WILL HAVE NO RIGHT TO MAKE A CLAIM NOR FILE A LAWSUIT AGAINST MINNESOTA WHITEWATER, LLC OR ANY OF ITS OWNERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OR SHAREHOLDERS, EVEN IF THEY NEGLIGENTLY CAUSED SUCH INJURIES, DEATH, OR PROPERTY DAMAGE.

Further, I hereby: (1) agree that the exclusive jurisdiction for this Agreement shall be the Sixth Judicial District Court in Carlton County, Minnesota; (2) consent to the jurisdiction of that court as to any action(s) against me to enforce this Agreement; (3) agree to pay MW reasonable costs and attorney's fees should it become necessary for MW to incur such expenses in enforcement of this Agreement against any claims of property damage, death, or personal injury; (4) agree that this Agreement is to be interpreted under the laws of the State of Minnesota which gives it the broadest interpretation and application; (5) agree that if any part of this Agreement is found to be invalid, that all other parts shall be fully enforceable and enforced.

My signature on this document indicates that I have read the entire document, understand it completely, understand that it affects my legal rights, and voluntarily agree to be held to its terms.

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This Agreement, as written here and on page 1, shall be binding as printed and in its entirety and may not be cancelled, modified, or otherwise changed except by written agreement signed by MW and myself. By signing here I indicate my voluntary willingness to be held to this Agreement and hereby give up any and all rights to pursue any and all claims for any reason(s) against Minnesota Whitewater, LLC and its owners, officers, directors, agents, employees, & shareholders on behalf of myself and/or on behalf of my heirs, assigns, personal representatives, and next of kin,

Please Print Carefully and Sign Where Indicated:

Date Signed: _____ ***Trip Date:*** _____

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Would you like to be added to our mailing list: ____ YES ____ NO

Signature: _____