

Participation Agreement Release and Acknowledgement of Risk

I, the undersigned, in consideration of the services of **Sugar Creek Supply, LLC** it's officers, employees, agents or representatives (hereafter referred to as SCS, LLC) hereby agree to release and discharge SCS, LLC on my behalf of myself my heirs, assigns, personal representative and estate as follows:

- 1 I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and /or volunteer is an unguided canoe trip, which bears certain known risk and unanticipated risk which could result in injury, death, or damage to myself, to my property or to spectators or other third parties. The following describes some, but not all these risks : DROWNING, CAPIZING, COLLISION WITH ROCKS OR OTHER ITEMS NATURALLY OR UNNATURALLY IN RIVERS OR CREEKS, GETTING LOST, MISSING DOCKING SITE, EXPOSURE TO SEVERE WEATHER CONDITIONS, WILDLIFE ATTACKS AND INJURY CAUSED BY OTHERS PARTICIPATING IN THE CANOE TRIP.
- 2 With full knowledge that this activity entails both known and unknown risks of injury to myself, to spectators, and to other third parties. I accept and assume sole and entries responsibility for any loss of life or injury to myself, to others, and to any property arising from my participation in this activity.
- 3 I hereby covenant for myself, my heirs and assigns, not to sue and to forever release and discharge, and to hold harmless and indemnity SCS, LLC its agents, employees, property owners, lessors and all other persons or entities from any and all claims, demands, rights and causes of action of whatsoever kind/or nature arising from and by reason of any and all known or unknown, foreseeable or unforeseeable, bodily and personal injuries, damage to personal or real property, and the consequences thereof, in any way connected with my participation in this activity, including specifically but not limited to the negligent acts or omissions of SCS, LLC, it's agents employees, property owners, lessors, and all others persons or entities, for any and all injury, death, illness or disease, and damage to myself or my property.
- 4 Should it become necessary for SCS, LLC or someone on their behalf, to incur attorneys fees and cost to enforce this agreement, or any portion thereof, I agree to pay SCS, LLC reasonable cost and attorney fees thereby expended or for which liability is incurred.
- 5 I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.
- 6 I will be held liable for any damage or loss of equipment (Canoe/Kayak \$500, Tube \$40, Paddle \$15, Life Jacket \$10) If I fail to dock at the pick-up bridge within time limit, I agree to pay \$20 per hour late fee. If I abandon my equipment I will pay all cost incurred in retrieving equipment.
- 7 Having read this entire document, I fully understand and agree with it's terms and conditions.

Date: _____/_____/_____ Trip #: _____ Departure Time: _____

Please Write Legibly. Signature(s) 18 and over Participants

I fully understand and agree with the terms and conditions above and sign on behalf of my minor child (printed name)

Signature below

1) _____ 2) _____ 3) _____

4) _____ 5) _____ 6) _____

Printed names:

1) _____ 2) _____ 3) _____

4) _____ 5) _____ 6) _____

Minors (print names)

1) _____ 2) _____

3) _____ 4) _____