

ARKANOE, LLC PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

Name: _____

In consideration of the services of ARKANOE, LLC, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively ARKANOE, LLC), I hereby agree to release and discharge on behalf of myself, my parent(s), my heirs, assigns, personal representative(s) and estate as follows:

1. Inherent Risks. I acknowledge that any water related activity entails known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I also understand and acknowledge that failing to use or properly use safety type equipment increases my risk of injury or of not surviving an accident or incident while engaging in these activities. I can slip or fall during hiking or portaging or getting to and from the watercraft, getting on and off the watercraft, changing weather conditions, storms or even lightening are possible; exposure to the natural elements can be uncomfortable and/or harmful and I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, heat cramps or fatigue, some or all of which may diminish my or the other participants' ability to react or respond. I may encounter dangerous wildlife, insects, etc.; communication in the river terrain in which this activity occurs is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available. I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in events/activities of ARKANOE, LLC.

2. Express Assumption of Risk. As lawful consideration for being allowed to participate in activities offered by ARKANOE, LLC, I expressly agree and promise on behalf of myself and any of the children for which I am responsible, to accept and assume all the risks existing in this activity, including transportation to the place of entry and from the place of termination. My/our participation in this activity is purely voluntary, and I/we elect to participate in spite of the risks. I/we expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I/we are signing it of our own free will.

3. Release and Waiver of Rights Including for Claims of NEGLIGENCE. On behalf of myself and any of the children for which I am responsible, I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ARKANOE, LLC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my/our use of ARKANOE, LLC's equipment or facilities, including any such claims which allege negligent acts or omissions of ARKANOE, LLC.

4. Personal Skill & Insurance. I certify on behalf of myself and any of the children for which I am responsible that I/we have sufficient skill and fitness to participate in the activities offered by ARKANOE, LLC. I further certify that I/we have no medical, mental or physical conditions which could interfere with my/our safety or ability to participate in these activities, or else I/we are willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I/we further certify that I/we have adequate insurance to cover any injury, damage or emergency transportation or search and rescue costs I/we may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs ourselves.

5. Photographic Assignment. I understand that ARKANOE, LLC reserves the right to take photographic or film (of whatsoever nature) records of any or all of its activities or trips and on behalf of myself and any of the children for which I am responsible, I/we hereby agree that ARKANOE, LLC may use such records for promotional and/or commercial purposes without any remuneration to me. I/we hereby assign all right, title and interest I/we may have in or to any and all media in which my name or likeness might be used by ARKANOE, LLC.

6. Release as Contract and Personal Capacity. On behalf of myself and any of the children for which I am responsible, I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I/we are signing it of my/our own free will. I/we expressly acknowledge that I/we are not under the influence of drugs or alcohol at the time of my/our signing of this document and that there are no other impediments or reasons why I/we would lack the capacity to enter into this contract with ARKANOE, LLC.

7. Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc. In the event I/we file a lawsuit against ARKANOE, LLC, I/we agree to do so solely in the State of Kansas and I/we further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state and I/we hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled. I/we agree to submit to the jurisdiction of the Kansas courts. I/we agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this release contract can be used as if it were the original. I/we understand that this document constitutes the entire Agreement/Contract between ourselves and ARKANOE, LLC and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of the document; in other words, I/we are also waiving any claim I/we might have for breach of contract or warranty for statements or representations made outside of this release contract.

By signing this document, I acknowledge for myself and any of the children I/we are responsible for that if anyone is hurt or property is damaged during my participation in this activity, I/we may be found by a court of law to have waived my/our right to maintain a lawsuit against ARKANOE, LLC on the basis of any claim from which I/we have released them herein.

I/WE HAD HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT (BOTH PAGES.) I/WE HAVE READ AND UNDERSTOOD IT AND I/WE AGREE TO BE BOUND BY ITS TERMS.

Participant Signature: _____ Printed Name: _____
Address: _____ Email: _____
City: _____ State: _____ Age: _____
Country _____ Postage Code: _____ Phone # _____ Date: _____

Parents or Guardians Additional Indemnification and Signature
(Must be completed for participants under 18-years of age.)

I/we represent that I/we have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed below; I/we believe and represent that I/we have the legal authority to make the waivers and releases contained herein. I/we understand and acknowledge that ARKANOE, LLC relies to its detriment on this representation. In consideration of my child or ward, a minor, being permitted by ARKANOE, LLC to participate in its programs or activities, I further agree to indemnify (in other words, I agree to pay for...) and hold harmless ARKANOE, LLC from any/all claims which are brought by, or on behalf of Minor, and which are in any way connected with Minor's use or participation.

Parent Signature: _____ Printed Name: _____ Date: _____
Parent Signature: _____ Printed Name: _____ Date: _____
Address: _____ Email: _____
City: _____ State: _____ Country: _____
Postage Code: _____ Phone # _____