

In consideration my participation in any way in the activities of **Trading Post Canoe, Kayak & Campground** and affiliates (hereinafter referred to as Trading Post) including canoeing, rafting, kayaking, camping, lodging, food service and other related activities, I, the undersigned, acknowledge and agree as follows: 1.)The risk of injury from the activities involved in the program 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 TRADING POST or others, and assume full responsibility for my participation. 3.) I willingly agree to comply with terms and conditions for participation. 4.) By participating in any activity, whether on or off the premises, I consent to the use of any photographs, videos and images taken of me or provided by me for promotion, or any other use, and expressly waive any right of privacy, compensation, or copyright.

WARNING: There are significant elements of risk in any adventure, sport or activity associated with water sports, camping, the outdoors, the use of any type of watercraft and related equipment, and activities incidental thereto (referred to herein after as "activity"). Although we have taken reasonable steps to provide you with the appropriate equipment and staff so that you can enjoy the activity, this activity is not without risk. Certain risks cannot be eliminated without omitting the unique character of the activity. The same elements that contribute to the unique character of the activity carry substantial risks and dangers that can be causes of loss or damage to equipment, or cause accidental injury, illness, or in extreme cases, permanent trauma, including paralysis or even death.

ACKNOWLEDGEMENT OF RISKS: I acknowledge that the following describes some, but not all, inherent risks: 1) hazards of traveling in a canoe, kayak or raft, in normal, low-level or high-level river conditions; 2) hazards of jumping, diving, or being thrown into unfamiliar water with submerged hazards, rocks and logs, and manmade hazards; 3)hazards of being pinned against trees, tree strainers, rocks, roots, or other objects; 4)contact with boats, paddles, other guests, coolers, or other objects; 5)hazards of walking, paddling or camping in rough terrain or along rivers edge; 6)strains, sprains, lacerations, fractures or punctures; paralysis; death; drowning; 7) accidents; loss or damage to personal property; 8) snake bites, insect bites, bee stings and allergic reaction to plants such as poison ivy; 8) illnesses or injuries in remote places without medical facilities; 9) failure or lack of communication equipment or cell phone service; 10) hazards of entering and exiting a canoe, kayak or raft; slips and falls 11) hazards of loading or unloading people or equipment from vehicles; 12) an "act of nature" including tree falls, inclement weather, darkness, storms and lightning, high winds, temperature fluctuations, insect swarms; 13) falling limbs or trees; 14) hazards related to travel by automobile, bus, truck or any other conveyance; 15) eye injuries, including blindness; 16) risks typically associated with watercraft including change in water flow, level or speed; submerged and overhanging objects; capsizing, swamping or sinking of watercraft and resultant injury, hypothermia or drowning 17) fatigue, overexertion, chill and/or dizziness, which may diminish my/our reaction time; 18) hazards related to consumption of alcoholic beverages or drugs by myself or others; 19) weather related illnesses including hypothermia, heat exhaustion, heat stroke, and dehydration; 20) river/land crossings or portaging, back and muscle strains; 21) activities performed close to dams. 22) equipment failure or faulty manufacture, operator error, 23)hazards associated with campground electrical distribution equipment and installations.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I am aware that this activity entails risks of injury or death to myself and minor children for which I am responsible. I agree to assume responsibility for the risks identified herein and those risks not specifically identified. My/Our participation in this activity is purely voluntary. No one is forcing me/us to participate, and I acknowledge that I can refrain from the activity any time up until I depart in the watercraft. I/We elect to participate in spite of the risks. I have watched the safety video. I am (We are) physically, and mentally capable of participating in the activity and safely using the equipment. I accept that wearing a U.S.C.G. approved personal flotation device is recommended and required of children under age 13, and foot protection is required. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of Trading Post or others, and assume full responsibility for my participation.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

RELEASE: In consideration of service or property provided, I as operator, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby release, waive, discharge, indemnify and hold harmless Trading Post and affiliates, its principals, directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted and their insurers, if any, shall have no liability of any nature for any and all damage to me and other persons or properties as a result of any acts, omissions or negligence of the "owner" or any other person (including myself) or entity and I hereby release and discharge the owner and insurer, if any, for any such claim or damage arising from any cause whatsoever. Any legal proceedings shall be in jurisdiction of LaGrange County, Indiana, State of Indiana Law.

I/we understand that I/we assume full responsibility for any lost or damaged equipment and have inspected and deemed the equipment in good working order. I/we agree to pay the Trading Post for any equipment that has been lost or has incurred damage, beyond the normal "usage wears", and I/we understand that additional fees may apply for my/our late return from river trips or from search efforts on my behalf. I/WE HAVE READ THE WAIVER AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS TERMS; AND THAT I RELEASE HOLD HARMLESS AND INDEMINIFY TRADING POST CANOE, KAYAK & CAMPGROUND AND ITS OWNERS, AGENTS, OFFICERS, EMPLOYEES OR VOLUNTEERS, FOR PERSONAL INJURY, PROPERTY DAMAGE OR FROM ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR DEATH TO MYSELF OR ANY MINOR CHILDREN FOR WHICH I AM RESPONSIBLE.

SIGNATURE _____ **PRINTED NAME (must be legible)** _____ **DATE:** _____

LIST VEHICLE make/model/color: _____ **TP:** _____ **REV 05/17**