

**AGREEMENT TO ASSUME ALL RISKS; RELEASE OF LIABILITY/AGREEMENT NOT TO SUE & TO INDEMNIFY**

*Please read this contract carefully. It releases Trading Post Canoe, Kayak & Campground, LLC, from liability and waives certain rights.*

In consideration of being permitted to participate in canoeing, rafting, kayaking, camping, lodging, and other related activities with Trading Post Canoe, Kayak & Campground, LLC, ("Trading Post"), I, the Participant (or, if the Participant is under the age of 18, I on the Participant's behalf), understand, acknowledge, and contractually agree as set forth below (the "Agreement"):

**1. Acknowledgement of Dangers and Risks:** I understand, acknowledge, and agree that participating in canoeing, rafting, kayaking, camping, lodging, and transport by Trading Post to and from these activities (hereinafter the "Activity") can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH**. I understand, acknowledge, and agree that participating in the Activity involves certain inherent dangers and risks that cannot be eliminated or controlled by Trading Post, the presence of which are integral to the recreational nature of the Activity. The following list of dangers and risks that could cause physical or emotional injury or death is not exhaustive, and I understand that there are many other dangers or risks associated with the Activity not listed below: 1) Risks associated with canoeing, rafting, kayaking, and being around or in water, including: capsizing or sinking watercraft; falling into water; water immersion; drowning; hypothermia; rapid changes in water flow or speed; jolting or jarring resulting in contact with boats, paddles, other guests, coolers, or other objects; becoming tangled in ropes; foot entrapment; trapped limbs; jumping, diving, or being thrown into unfamiliar water with submerged hazards; striking objects under the surface of the water; being pinned against trees, tree strainers, rocks, roots, or other submerged objects; boating equipment malfunction; slipping, tripping, or falling around, in, or from boats; and slipping, tripping, or falling while walking, paddling, or wading in rough terrain or along the river's edge; all risks associated with portaging a boat around an obstacle; and all risks associated with being around or near dams; all risks associated with normal, high-level, or low-level river conditions. 2) Risks associated with transport in a motor vehicle, including: all commonly understood risks of riding in a vehicle; being struck or other injurious contact with vehicles; injurious contact with equipment being unloaded from vehicles; and lapse in driver judgment or skill. 3) Risks associated with being on a boating or camping trip with other participants, including: mentally or physically unstable or criminal trip participants; negligence, intentional misconduct, or malice by other participants; and dangerous actions taken as a result of consumption of alcoholic beverages or drugs. 4) Risks generally associated with camping, recreational activities, and exposure to the elements, including: slipping, tripping, or falling; flying man-made objects such as balls, frisbees, gear, or equipment; falling trees, branches or other objects; moving objects associated with extreme weather and wind; extreme weather; temperature fluctuations; wind; hail; storms and lightning; landslides; rock-fall; mudslides; water crossings; flash flood; low light or darkness; wildfire; uncontrolled camp or kitchen fire; kitchen- or cooking-related dangers; choking; food-borne bacteria or virus; water-borne bacteria or virus; mental or physical shock; burns or burning associated with campfires, hot surfaces, and sun exposure; all manner of injuries including brain injury, spinal injury, paralysis, bone breaks, fractures, punctures, burns, strains, sprains, lacerations, internal injury, sickness or disease, heatstroke, dehydration, hyponatremia, asphyxiation, and high-altitude sickness; snake bites; insect bites; bee stings; insect swarms; allergic reaction to insects or plants such as poison ivy; allergen exposure; exposure to or attack by wildlife; bodily failure while carrying heavy objects; overexertion; fatigue; dizziness or disorientation; diminished reaction time; getting lost; inadequate or incorrect medical care; lack of readily accessible medical resources or care; poorly executed or failed rescue attempts; failure or lack of communication equipment or cell phone service; dangerous contact with rescue vehicles, boats, or aircraft; and inadequate or malfunctioning equipment; and exposure to electrical currents and voltage. I understand that Trading Post has done its best to list the known risks of participating in the Activity, but agree that I have the right, obligation, and opportunity to research and verify the risks of participating in the Activity.

**2. Assumption of Risk:** I acknowledge and agree that I am choosing to take part in the Activity despite the dangers and risks of doing so, and I freely choose to accept the risks of participating in the Activity. I recognize that property loss, physical or emotional injury, and death are all possible while participating in the Activity. I expressly acknowledge and assume all risks, dangers, and consequences of the Activity, including but not limited to those risks, dangers, and consequences set forth in paragraph 1, above, that may result in physical or emotional injury, property damage, or death.

**3. Participant's Responsibilities and Representations:** I represent that I am physically and mentally capable of participating in the Activity. I understand the importance of all safety instructions given to me, whether in writing or verbally, and agree to follow all instructions at all times while engaging in the Activity. I have reviewed the safety video provided by Trading Post. Further, I represent that I have had the opportunity to both independently research and discuss with Trading Post the risks of participating in the Activity and my assumption of those risks. I understand the expectations of me while engaging in the Activity. I specifically and expressly agree that I have full responsibility for managing and treating any medical or psychological conditions to prevent injury to myself or others. I understand that I must actively participate in or execute my own self-rescue. I am not relying on any prior oral, written, or visual representations made by Trading Post, including in any website or promotional materials, to induce me to go on any adventure activity. 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 understand that I can refrain from or choose not to take part in a river trip up until the time I depart in the watercraft. With all of the foregoing in mind, I assume full responsibility for my own safety.

**4. Release of Liability and Agreement Not to Sue:** Fully understanding the foregoing paragraphs, and in exchange for Trading Post's agreement to allow the Participant to participate in the Activity, **I HEREBY AGREE NOT TO SUE** Trading Post, its affiliated companies and subsidiaries (including Trading Post Holdings, LLC and Trading Post Adventures, Inc.), or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activity. By signing this Agreement, I am releasing any right to make a claim or file a lawsuit against any Released Party. I agree to hold harmless and release each and every Released Party from any and all liability and/or claims or causes of action for injury or death to persons or damage to property arising from Participant's participation in the Activity, **INCLUDING, BUT NOT LIMITED TO THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE** or breach of any contract and/or express or implied warranty.

**5. Agreement to Indemnify:** I agree to **INDEMNIFY (REIMBURSE)** each Released Party from and for any and all claims of the Undersigned and/or a third party arising in whole or in part from Participant's participation in the Activity. In other words, if Participant and/or anyone on Participant's behalf files any lawsuit or brings any claim for injury or damage against any Released Party, the Undersigned will be required to pay back to any and all Released Party all sums of money incurred by, or paid by or on behalf of, any Released Party on account of the bringing of such suit or claim, including all attorney's fees and costs.

**6. Medical Authorization, Release, and Indemnification:** I hereby 1) authorize Trading Post to undertake any emergency medical care for Participant; 2) authorize any Released Party and/or their authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agree that, following Participant's transport to any such medical facility or hospital, the Released Party shall not have any further responsibility for Participant; 4) agree to pay all costs associated with the medical care, rescue for medical or non-medical reasons, and related transportation provided for the Participant; and 5) shall indemnify and hold harmless (as set forth in paragraph 5, above) any Released Party from any and all liability and/or claims associated with such medical care and/or related transportation.

**7. Application of Agreement to Minor Participants:** In the case of a minor Participant, I, as parent or legal guardian, acknowledge that I am not only signing this Agreement on my own behalf, but that I am signing on behalf of the minor, and that the minor shall be bound by all of the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, I understand that I am also waiving certain rights on behalf of the minor that the minor otherwise may have. I agree that but for the foregoing, the minor Participant would not be permitted to participate in the Activity, and I sign this document out of a desire to have the Participant be allowed to participate in the activity. I represent that I am a **legal** parent or guardian of the minor Participant.

**8. Representation of Capacity to Contract, and Acknowledgement That Agreement is a Binding Contract:** I represent that I am at least 18 years of age, and that I have the capacity to understand and be bound by all of the provisions of this Agreement. I understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives, and those of the Participant.

**9. Agreement to Application of Indiana Law and Selection of Forum:** I agree that any and all claims for injury and/or death arising from my participation in the Activity shall be governed by Indiana law, and that the exclusive jurisdiction for any claim shall be in the LaGrange County, Indiana Superior Court, without regard to where the incident giving rise to any lawsuit occurs, and without regard to any jurisdiction's choice of laws analysis. I agree that Trading Post is not a common carrier.

**10. Miscellaneous Provisions:** I agree that Trading Post may utilize a photo or video of me participating in the Activity for any purpose, and that any such image is the property of Trading Post. If any sentence, clause, paragraph, or part of this Agreement is declared unenforceable, the remainder shall continue in full force and effect. This Agreement can be modified only in writing. An electronic signature or acknowledgment upon this Agreement is fully binding and enforceable, and a copy of this executed Agreement may be used as if it is the original. I agree to pay Trading Post for lost or damaged equipment, and understand that fees may apply for my late return.

**I HAVE CAREFULLY READ THE FOREGOING TWO-PAGE AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OR MY MINOR CHILD MAY OTHERWISE HAVE. I AGREE TO BE FULLY BOUND BY THE TERMS OF THIS AGREEMENT.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED FULL NAME (must be legible)

\_\_\_\_\_  
DATE

VEHICLE make/model/color \_\_\_\_\_ PHONE # \_\_\_\_\_

If signing on behalf of a minor, printed full name of minor Participant: \_\_\_\_\_ rev 4/18