

Participants Voluntary Release of Liability and Assumption of Risk Agreement

Read Before Signing, This is a legal binding contract.

North American Canoe Tours, Inc. & Farmington River Tubing

Participants Name (Print) _____ Emergency phone # _____

Age _____ (If under 18 you must have the bottom section signed by your parent/guardian)

In exchange for being allowed to use the equipment rented from Farmington River Tubing and to participate in any way in the activity of river tubing and its related events, I the undersigned, for myself and my successors or assigns, acknowledge, appreciate, and agree that:

1. I can swim and I am physically and mentally capable of participating in this activity.
2. Farmington River Tubing is a rental company which rents inner tubes, PFD's, and Transportation. It does not own, control, alter or maintain the river or the surrounding areas including the Satan's Kingdom State Recreation area, the Nepaug State Forest, the Private property along the river, nor the D.O.T. & D.E.P. property located at the take out.
3. The use of the equipment rented from Farmington River tubing, the transportation provided, and the activity of river tubing and its related events is inherently hazardous. By way of example, and not limitation, these hazards include: wet or uneven surfaces, slips, trips, falls, collisions with or entrapment in rocks or trees both above and below the water, equipment failure, vehicle accidents, encounters with wildlife, and weather conditions.
4. The risk of injury from these hazards, both known and unknown, as well as from the use of the equipment, the transportation provided, and the use of the river and its surrounding areas is significant. Including but not limited to; cuts, lacerations, bruises, sprains, strains, dislocations, broken bones, head injuries, drowning, permanent paralysis, or death.
5. I have familiarized myself with the conditions of the river, including its sides and the surrounding areas, and the weather conditions/forecast for the duration of my use of the equipment and my involvement in the activity.
6. I knowingly and freely assume all risks, both known and unknown, related to the use of the equipment, the transportation, or the activity of river tubing and its related events; even if arising from the negligence of the Releasees or others, and assume full responsibility for myself while using the equipment, the transportation, or while participating in the activity of river tubing and its related events.
7. I willingly agree to comply with all written and verbal terms, conditions, warnings, restrictions, and directions given by Farmington River Tubing or others for the use of the equipment, the transportation, and the activity of river tubing and its related events.
8. If I incur any injuries while using the equipment or participating I will immediately notify a Farmington River Tubing representative, fill in and sign an accident form, and seek any necessary medical attention at my own expense.
9. I, for myself and on behalf of successors, my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, hold harmless, and promise not to sue Farmington River Tubing, North American Canoe Tours Inc., its officers, officials, servants, volunteers, agents and or employees, other participants, sponsors, advertisers, promoters, property owners or lessors, public entities, and any other individual that is connected in any manner with the rental of the equipment, the transportation, or the activity and its related events, from any and all claims, demands, losses, and liability arising out of or related to any injury, disability, or death I may suffer, or loss or damage to person or property, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law.
10. I agree that should I or my successors or assigns assert a claim as a result of my use of the equipment, transportation, or participation in the activity of river tubing and its related events, the claiming party shall be liable for the expenses, including legal fees, incurred by the releasees. The claim shall be submitted to arbitration before the American Arbitration Association, and not by way of civil lawsuit filed in either the state or federal courts. Three arbitrators, including one neutral shall be utilized.
11. Every term and provision of this contract is intended to be severable in whole or in part. If any of them are found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable on me, my successors and assigns.

I have read this document, fully understand its meaning and intent of same, understand that I am giving up substantial rights by signing it, and sign it voluntarily for the privilege of using the rented equipment, the transportation, and participating in the activity of river tubing and its related events.

Participants Signature: _____ Date: _____

Consent and release of Parent or Guardian for minors under 18 yrs old.

I am the parent or guardian of the minor listed above. I certify that they properly fit into the equipment, that they are able to properly use it, and that they are capable of participating in the activity of river tubing and its related events. I certify that I, as parent/guardian with legal responsibility for this participant, do consent to their use of the equipment and participation in the activity of river tubing and its related events. I agree that the terms of the contract above shall likewise bind me, my child, my heirs, legal representatives, and assigns. I hereby release and shall defend, indemnify and hold harmless Farmington River Tubing and North American Canoe Tours Inc., its officers, officials, servants, volunteers, agents and or employees, other participants, sponsors, advertisers, promoters, property owners or lessors, public entities, and any other individual that is connected in any manner with the rental of the equipment, the transportation, or the activity and its related events from every claim and any liability arising out of my minor's use of the equipment, transportation, or participation in the activity of river tubing and its related events. I further promise not to sue the entities referenced above on my behalf or on behalf of my minor listed above. **I have read this document fully. I fully understand its meaning and intent of same. I understand that I am giving up substantial rights for myself and for my minor listed, and voluntarily sign it for the privilege of allowing my minor to use the rented equipment, the transportation, and to participate in the activity of river tubing and its related events.**

Print name: _____ Signature: _____ Date: _____

EMPOWER Leadership Sports & Adventure Center

PARTICIPANT AGREEMENT, ACNOWLEGEMENT OF RISK, WAIVER, INDEMNITY, HOLD HARMLESS AND RELEASE FROM LIABILITY

DESCRIPTIONS OF ACTIVITIES

EMJAY Enterprises, LLC d/b/a EMPOWER Leadership Sports & Adventure Center (hereinafter “EMPOWER”) provides various environmental education, team-building and outdoor-based adventure activities including:

Zip Lines: High cable traverses which allow riders zip through the upper forest canopy along a pulley system suspended on a mounted cable. This requires the use of safety harnesses which attaches to a removable trolley. Riders are challenged to confront a fear of heights, speed and face the risk of new challenges.

Sky Bridges/Cargo Net/Multi-Vine: Walkways high up in the forest canopy consisting of planking supported by steel cables. Participants wear safety harnesses attached to safety lanyards clipped to the overhead steel cables.

Scavenger Hunt: A “Survivor” type activity taking place in the woods, where participants are required to utilize a compass and map, search for clues and ultimately accomplish a mission by communicating, working together, and thinking outside the box.

Tree Climb: An “on rope” activity consisting of ascending and moving around in the crown of the tree derived from rock climbing. Use of a rope, helmet and harness are the minimum requirements to ensure the safety of the climber.

Rappelling: A descent of a vertical surface (platform or tree) by sliding down a belayed rope that is passed through a device that provides friction, typically while facing the surface and performing a series of short backward bounds to control the descent.

Leadership Obstacle Course: A training course filled with obstacles physical in nature, that must be negotiated speedily by participants undergoing training or that are participants in a race. These obstacles are team problem solving activities where team work and communication improve the participant’s chances of expedient movement through the course.

Such outdoor-based adventure activities (hereinafter, “activities”) will be led by staff trained to guide participants toward their desired outcomes. All equipment will be fitted and checked by staff, progress throughout the tour will be closely monitored by guides and all equipment transfers will be performed by guides or by participants under close supervision of a guide.

Participants must be reasonably fit and able to climb to the upper forest canopy and may be required to pull themselves along a stretch of cable if they should lose momentum before reaching any given landing platform.

PARTICIPATION REQUIREMENT

I confirm that I participate in the activities willingly and voluntarily. I confirm that I am physically and mentally capable of participating in the activities and in using the equipment and I agree to fully comply with all stated and posted rules, guidelines and policies set forth by EMPOWER.

Initial

ACKNOWLEDGMENT OF RISK

I acknowledge that my participation at this facility and in the activities in which I am about to partake is voluntary and that such participation entails significant elements of risk, including unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property or to third parties. I understand that this can result in accidents and/or illness, including, but not limited to: Cuts, scrapes, wounds, abrasions, rope burn and or contusions; sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage, dehydration, oxygen shortage, sickness; head and/or spinal injuries; insect bites; allergic reactions; shock, paralysis and/or death.

I understand that such risks cannot be eliminated without jeopardizing the essential qualities of these activities. I also understand that I can cease exposure to such risks by choosing not to partake in the activities or by otherwise withdrawing from such activities at any time.

I acknowledge that the guides, instructors and facilitators have difficult jobs to perform and that although they seek safety, they are not infallible. I am aware that they may give inadequate warning or instruction and that the inherent and other risks of the activities that I am about to perform may be increased by my own fitness or ability levels, by weather or other environmental conditions, by equipment malfunction, structural failure and other unforeseen factors that may affect my overall safety.

I acknowledge that the property on which these activities take place include their own inherent and other risks including, but not limited to, rocky and wooded terrain with potentially harmful plants and animals, including snakes and other creatures which may bite or sting.

Initial

WAIVER, DEFENSE, INDEMNITY AND HOLD HARMLESS AGREEMENT AND RELEASE OF LIABILITY

In consideration for the privilege of participating in the activities provided by EMJAY, I state as follows:

I understand the inherent and other risks in the activities provided by EMPOWER which I will engage. I fully assume all risks, even if due to the NEGLIGENCE of EMPOWER and/or its affiliates, principals, directors, officers, agents, members, managers, employee and volunteers or any land owner upon whose property the activity is conducted. I also assume the risk for accidents or injury caused by my own negligence, or the negligence of any of my fellow participants with whom I am taking part in such activities; whether such negligence is comparative or contributory.

On behalf of myself, my heirs, assigns, successors, executors, administrators and legal representatives, I hereby voluntarily agree, to release, indemnify, defend and hold harmless EMJAY, its affiliates, principals, directors, officers, agents, members, managers, employees and volunteers, and each and every land owner, municipal and/or government agency upon whose property and activity is conducted (hereinafter, “Released Parties”) from and agree not to sue them for, any and all claims, demands, or causes of action, which are in any way connected with my enrollment or participation in the activities in which I partake or spectate or my use of any of the equipment or facilities or premises, including claims of NEGLIGENCE on the part of the Released Parties.

On behalf of myself, my heirs, assigns, successors, executors, administrators and legal representatives, I hereby voluntarily agree to release and agree that I will not sue the Released Parties for money damages for personal injury, possible death or property damage sustained by me while using the facilities and equipment even if due to the NEGLIGENCE of the Released Parties.

I accept responsibility for any expenses that may be incurred for any illness or injury that may result from my participation including cost of evacuation, hospitalization, and medical treatment and any sums payable to anyone by reasons of any injury or loss of life that I may sustain through my participation in such activities and for all expenses associated with the defense of any such claims. I understand that this indemnification means that I accept responsibility for paying any costs, including attorney's fees, which may be due for claims made against the Released Parties.

Initial

HEALTH/MEDICAL TREATMENT AUTHORIZATION

I certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

I hereby authorize any medical treatment deemed necessary in the event of any injury or illness to myself for which I am responsible while partaking in any activity.

Initial

GENERAL PROVISIONS

I agree that this agreement constitutes the entire agreement of the parties and superseded any contracts, agreement or understanding (oral or written) of the parties with respect to the subject matter hereof.

I agree that this agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to conflict of law or rules of the state. I further agree that any legal action arising from my participation in the activities shall be filed in Middlesex County, Connecticut.

I agree that in the event that any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Initial

USE OF IMAGE

I hereby consent to the use of my image by EMPOWER for any and all purposes, including, without limitation or compensation: Video, still photographs, publication and any trade or advertising purposes, providing such uses are not made as to constitute a direct endorsement of any product or service.

Initial

PARTICIPANT INFORMATION

(MUST BE COMPLETED FOR ALL PARTICIPANT(S))

Name of Participant: (Print Clearly) _____ Date of Birth: _____ Weight: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Emergency Contact: _____ Phone Number: _____

Emergency Contact's Relationship to Participant: _____

Check In
on
Facebook



By signing this document, I acknowledge that I may be found by a court of law to have waived my right to a lawsuit against the Released Parties on the basis of any claim herein from which I have released them.

I HAVE HAD THE SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE CAREFULLY READ AND UNDERSTOOD IT AND AGREE TO BE BOUND BY ITS TERMS.

Participant's Signature: (Over 18 years of age) _____ Date: _____

PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)

I, _____ (parent/guardian name), the parent/guardian of _____ (Minor's name) whose date of birth is ____/____/____ give permission for my child to participate in the activities and utilize the equipment and facilities provided by EMPOWER. I have reviewed the terms of the above Agreement and, as parent/guardian, accept its terms. I have discussed the terms of the above Agreement with my child and am assured by my child that he/she understands the Agreement and has also freely accepted its terms. I agree to fully release, indemnify and hold harmless the Released Parties from any claims which I may have and, to the fullest extent allowed by law, to release the Released Parties on behalf of my child for any claim(s) that my child may have. I further agree to indemnify and hold harmless the Released Parties from any and all claims which are brought by, or on behalf of the above stated minor and which are in any way connected with such use or participation by the above stated minor.

I HAVE HAD THE SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT AND AGREE THAT MYSELF AND MY MINOR CHILD ARE TO BE BOUND BY ITS TERMS.

Parent/Guardian's Signature: _____ Date: _____