

**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: \_\_\_\_\_



# Brownstone

## Exploration & Discovery Park

Participant's Name: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_ Emergency Phone #: \_\_\_\_\_

Scuba Divers Only:

Type of Certification and Number: \_\_\_\_\_ Certifying Agency: \_\_\_\_\_

Add me to the Brownstone Park e-mail list so I can receive news and special offers from the park.

### **Release and Waiver of Claims Arising From Inherent Risks, Indemnity and Arbitration Agreement -READ VERY CAREFULLY BEFORE SIGNING**

I, on behalf of myself, my heirs, legal representatives, successors and assigns, (hereinafter "RELEASOR"), in consideration for being allowed by [Brownstone] to use its facilities, use its equipment and to participate in aquatic and quarry adventure activities, **herby release it, its affiliates, successors, subsidiaries, managers and employees, (hereinafter "RELEASEES"), from any and all claims involving injury, damage or death resulting from risks inherent in the activities in which I am about to engage in.** RELEASOR acknowledges that these inherent risks include, but are not limited to: climbing; slipping; falling; jumping; collisions with objects and other people; artificial and natural surfaces, including slippery surfaces; aerial activities; rough or uneven terrain, including trails, rocks and tree roots; man made features and obstacles; and, weather -related conditions. RELEASOR knows that aquatic challenge and adventure activities can be inherently hazardous, and that participants can injure themselves as a result of these inherent risks. **RELEASOR freely assumes the risk for all injuries, damages or death caused by, or related to, risks inherent to the activity in which I am about to engage.**

The parties hereby agree that any claim by any party arising out of my participation in this activity, except indemnification claims, shall be submitted for arbitration to 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. They shall decide: 1) if the claim is subject to arbitration under this agreement; and 2) whether the injuries and damages claimed by RELEASOR arise out of risks inherent to this activity. I agree to abide by the arbitrators' decision, and refrain from pursuing damages by way of civil law suit, if it is determined by the arbitrators that my injuries or damages arose out of said inherent risks.

I agree that every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable on RELEASOR.

I represent that I am physically fit, possess adequate skill and that I am up to the challenge of the activity in which I am about to engage. I take responsibility for the inspection and maintenance of my own

equipment, and I have been given an opportunity to inspect the venue and agree, by virtue of my decision to participate, that the venue is reasonably safe.

RELEASOR agrees to indemnify and hold harmless the RELEASEES for all defense costs, fees, settlements, judgments, including attorney fees, arising out of any claim that is related to injuries caused by the inherent risks.

I know that by signing this agreement, I am giving up legal rights, and I freely choose to sign this agreement. I have been given adequate time to consider this agreement and to negotiate revisions.

Participant hereby grants to the Host, its representatives, and employees the right to take photographs and video of Participant in connection with Participant's participation in the Programs. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs and video of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

**I HAVE READ AND UNDERSTOOD THIS ENTIRE DOCUMENT. I HAVE NOT BEEN FORCED TO SIGN THIS AGREEMENT UNDER DURESS OR TIME CONSTRAINTS. I HAVE BEEN GIVEN AN OPPORTUNITY TO SPEAK WITH A REPRESENTATIVE OF THE RELEASEES TO DISCUSS ANY QUESTIONS THAT I MIGHT HAVE.**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date \_\_\_\_\_

**CONSENT AND RELEASE OF PARENT OR GUARDIAN**

I am the parent or guardian of \_\_\_\_\_ (Child),

Additional Children: \_\_\_\_\_ (Child) \_\_\_\_\_ (Child)

My Children listed are fit for the event, and I consent to my Children's participation. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Children to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILDREN**, my heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES LISTED ABOVE FROM EVERY CLAIM AND ANY LIABILITY** arising out of risks inherent in this activity. I, likewise, promise not to sue the entities referenced above on my behalf of behalf of my Children. I agree to the indemnity terms set forth above, and agree to the arbitration terms set forth above.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent or Guardian

Brownstone Exploration and Discovery Park  
161 Brownstone Ave, Portland, CT 06480 T: 866-860-0208

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**Please return to Avon Old Farms School via email at [craftj@avonoldfarms.com](mailto:craftj@avonoldfarms.com) or fax at 860-404-4136.**