

Participant's Agreement for Services and Activities Provided by Jerkwater Canoe & Kayak Co., Inc.

NAME OF PARTICIPANT: _____

AGE OF PARTICIPANT: _____ APPROXIMATE WEIGHT OF PARTICIPANT: _____

NAME OF LEGAL GUARDIAN (if participant is under 18 years of age): _____

ADDRESS: _____ City _____ State _____ Zip _____

TELEPHONE: _____

INSURANCE CARRIER OF CARRIERS COVERING HEALTH, ACCIDENT AND LIABILITY OF PARTICIPANT (optional):

I, being over 18 years of age (or being the Legal Guardian for the above named person under 18 years of age), hereby acknowledge that I have engaged the services of Jerkwater Canoe & Kayak Co., Inc. for a Canoe Trip and meals, if included, (hereinafter referred to as the "above-referenced activities"). I understand that the above-referenced activities involve risk of injury from natural and artificial conditions of premises, unprepared and prepared food, wildlife, canoes and other boats, vehicles, boating, camping and fishing equipment, food preparation implements, among others, and I willingly assume such risk.

In consideration for the services of JERKWATER CANOE & KAYAK CO., INC., I agree to pay the regular rate charged by JERKWATER CANOE & KAYAK CO., INC. for its services, and I agree to covenant to indemnify and hold harmless JERKWATER CANOE & KAYAK CO., INC. and all persons or entities, as well as their agents and employees, on behalf of myself, my heirs and assigns for any injuries or other damages caused by negligent acts or omissions by others. I further agree and covenant that I have sufficient personal health, accident and liability insurance to cover injuries or property damages that I could sustain or cause during the above referenced activities.

I hereby release and discharge JERKWATER CANOE & KAYAK CO., INC., its agents and employees, and all other entities or persons from any and all liability which may arise from any claim brought by me, my heirs and assigns relating to injuries or other damages that I might suffer arising from the above-referenced activities. I agree and covenant to indemnify and hold harmless JERKWATER CANOE & KAYAK CO., INC. from all its costs, including attorneys' fees, of defending any claim brought by or against me, my heirs and assigns, relating to any injury or other damage that I might suffer or cause during the above-referenced activities. I agree that any dispute under this agreement will be brought in and governed by the laws of Arizona. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I certify that other than as set forth in the space below, I have no physical or mental conditions, and that I am taking no medication which will adversely affect my ability to engage in the above referenced activities.

I understand that this written Agreement is the entire agreement between myself and JERKWATER CANOE & KAYAK CO., INC., its agents and employees, and that modifications or changes to this written Agreement must be in writing and signed by Stephen Doiron or Kimberly Doiron of JERKWATER CANOE & KAYAK CO., INC. and the participant.

My signature below attests that I have read this entire agreement, I understand it, and I agree to be bound by its terms.

PARTICIPANT'S SIGNATURE (Signature of Parent or Legal Guardian of above participant(s) under 18 years of age) DATE: _____

WITNESS DATE: _____