

Zumbro River Ratz Waiver

Name _____ Date _____

Address _____ City/State _____ Zip _____

In consideration of Zumbro River Ratz, their owners, volunteers, employees and all other persons acting in any capacity on their behalf, all will be hereinafter collectively referred to as ZRR. I hereby agree to release, indemnify and discharge ZRR on behalf of myself, my family, my heirs, personal representatives and estate as follows:

I acknowledge that river tubing entails unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, property or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include but are not limited to: my floating device could flip over and/or fail and I could have to swim, risking entanglement in or injuries from trees and/or rocks and other natural and unnatural debris. I risk exposure to sunburn, heat stroke, heat cramps, hypothermia, dangerous animals, insects, or plants, and drowning. ZRR might be unaware of participants fitness or abilities. ZRR might misjudge the weather, elements or terrain. ZRR might give inadequate warnings or instructions and the equipment being used may malfunction. I agree to and accept all of the risks existing in this activity. My participation in this activity is voluntary and I elect to participate in spite of all risks. Should ZRR or anyone acting on their behalf incur attorney's fees and costs to enforce this agreement, I will pay these fees and costs. By signing this document I acknowledge that if anyone is hurt or any property is damaged during my participation of this activity, I may be found, in a court of law, to have waived my right to maintain a lawsuit against ZRR. I understand that I am renting from ZRR for a one time trip on the Zumbro River from Hammond, MN to Millville, MN and that I will pay ZRR a \$100 fine, per floating unit, if I am not back to Millville before dark. Furthermore, I understand that if I load any property that belongs to ZRR into or onto any vehicle that does not belong to ZRR without written permission from ZRR, it will be considered theft and I will be prosecuted as a thief. **I am also aware that medical services may not be readily available during all or any part of these activities.**

As a supervisor or guardian of minor children, I make this agreement on behalf of these children, whom I allow to ride on equipment owned by ZRR. By signing this form, I am giving up the these children's and their guardian's rights and my right to recover from ZRR, in a lawsuit, for any personal injury, including death, and property damage that results from the risks that are natural to this activity.

Minor's Names _____

I have had sufficient opportunity to read this entire document. I have read and understood, and I agree to it's terms.

Additional signatures for this party may be written on the back of this form. Please do not write below this line.

Regular _____(20) X-L/Grn _____(20) Blu/DbI _____(50) Sm CC _____(20)

Blu/Sngl _____(25) Tracker _____(30) Grn/DbI _____(40) Lg CC _____(20)

\$ _____