

Rock n Row Inc.

Release and Assumption of Risk form Individual adult and or minor participant's agreement.

Please READ this activity participation WAIVER carefully- sign at the bottom with all information completely.

In consideration of the services of Rock n Row Inc (hereinafter, referred to as RNR) and their respective agents, owners, officer, directors, shareholder, members, manager, volunteer, participants, employees, sub-contractors, and all other person or entities acting in any capacity on their behalf. I hereby agree to release, indemnity, and discharge RNR on behalf of myself, my spouses, my children, my parents, my siblings, my heirs, assigns, personal representative and state as follows: I acknowledge that outdoor adventure based activities such as rafting, kayaking, duckies, rock climbing, fishing, tubing, float , and horseback riding, (the Activities) entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity(s).

The RISKS INCLUDE, AMONG OTHER THINGS: Water related and or multi-sport activity(s) the participant may be jarred and thrown about; maybe injured by other participants or contact with equipment; may slip, fall, or be washed overboard and exposed to cold water and or drowning; and or may be hit by falling objects. Objects in the river either floating or underneath the water can cause injuries. At any time of the year, severe weather conditions can occur such as bright sun, rain, snow, sleet, high winds, and hail, which may result in exposure to temperature extremes which can cause hypothermia, hyperthermia (heat related illness) heat exhaustion, sunburn, and or dehydration. I acknowledge that no one can control the weather and that it can affect the duration and enjoyment of the trip. Participants may be exposed to potentially dangerous wild animals, insect bites, hazardous plant life; equipment failure, exhaustion; and improper lifting or carrying. I understand risks of the conduct and acts of the horse, including bucking, running, kicking, and jumping, being thrown from the horse, feeding the horse, may all result in injury or even death. I also understand that travel by motor vehicles involves certain inherent risks such as accidents, mechanical failure, and other risks not specifically detailed herein. All of these risks, and other risks not specifically listed above, may result in damage to property, injury or even death.

1)Employees have difficult jobs to perform. They seek safety but they are not infallible. They might be aware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warning or instructions, and the equipment being used might malfunction.

2)I EXPRESSLY AGREE AND PROMISE TO ACCEPT AND ASSUME ALL OF THE RISKS EXISTING IN THE ACTIVITES. My participation in this activity is purely voluntary , and I elect to participate in spite of the risks.

3)I HEARBY VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS (RNR) or anyone acting on their behalf, and pay all damages, judgments or amounts, expenses, including all costs of defense and/or cost of enforcing this agreement, including attorneys fees and costs, incurred by (RNR) related to such lawsuits, claims, demands, or causes of action, which are in any way connected with my participation in these activities or my use of (RNR) equipment or facilities, INCLUDING ANY SUCH CLAIMS WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS OF (RNR)

4)I Assume all responsibility on any injury or damage I may cause or suffer while participating in activities. I agree to bear the cost of such injury or damage myself. I further certify that I am willing to assume the risks of any medical or physical condition I may have.

5)By participating in or attending any activity in connection with RNR, whether on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGE DURING MAY PARTICIPATION IN THIS ACTIVITY, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST (RNR) ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED (RNR) HEREIN. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT AND INQUIRE WITH QUESTION. I HAVE READ, UNDERSTOOD IT AND I AGREE TO BE BOUND BY ITS TERMS.

(1) ONE PER PERSON (Adult)

Print participants full name _____

Signature of Participant: _____ Date _____

Address _____ City _____ St _____ Zip _____

(1) ONE PER PERSON (Minor)

I warrant that I am the parent or guardian of this Minor, and that I have the authority to make decisions as to Minors participation in recreational activities, I further agree to indemnify and hold harmless (RNR) from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

I HEREBY CONSENT TO MY MINOR PARTICIPATING IN THE ABOVE NAMED ACTIVITY AND I UNDERSTAND AND AGREE THAT ALL OF THE TERMS OF THIS AGREEMENT SHALL APPLY EQUALLY TO BOTH MYSELF AND THIS MINOR.

Print Minor participant full name _____

Parent or Guardian Signature _____ Date _____