



DEER'S MILL, INC.

ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT

READ BEFORE SIGNING

Assumption of Risk:

- I understand and accept that canoeing, kayaking, tubing, camping, and cabin rental expose me to many hazards and that participating in a Sugar Creek canoe/kayak/tube/camp/cabin trip entails unavoidable risks of death, personal injury, and loss of or damage to property. I voluntarily choose to participate in this trip in spite of these risks and hereby assume all risk of injury, disability, death, and loss of or damage to property. I fully understand that I will be traveling at my own risk. I agree to abide by the rules/regulations/safety warnings of Deer's Mill, Inc., d.b.a. Clements Canoes Outdoor Center/the Canyon (DMI) and its employees.
- I understand I should be in good physical health to participate in a canoe/kayak/tube/camp/cabin trip. I acknowledge that I have no health problems, physical disabilities or mental impairments that would preclude my participation. I acknowledge that I have sufficient skill and fitness to participate. I am not under the influence of drugs or alcohol and there is no reason why I lack capacity to sign this document. I acknowledge that I have insurance that will cover the costs of emergency medical treatment and/or transportation related to canoe/kayak/tube/camp/cabin trips or that I am willing to bear these costs. I authorize DMI to secure emergency transport and/or medical care when DMI deems necessary, and I authorize DMI to release or share participant medical information with medical care providers.

Inherent Risks:

- I understand that in signing this document for participation in a DMI canoe/kayak/tube/camp/cabin trip that certain risks and dangers exist, including inherent risks, and these risks include but are not limited to death, personal injury, and loss of or damage to property, changing water flow or currents, submerged and semi-submerged objects, varying wind and weather conditions, natural obstacles and their condition, the presence of other watercraft, the speed at which I travel, the stability characteristics of a watercraft, collision, upset, overturned and sinking can result in getting wet, injured, exposed to the elements, drowning, and personal property damage or loss, that for swimmers and non-swimmers, wearing a U.S. Coast Guard approved flotation device is a basic safety precaution, that I may suffer accidents or illnesses in remote places where there are no available medical facilities, my own negligence, and co-participant behaviors. I acknowledge that these are just some of the known risks and that there are other inherent risks in this activity both known and unknown.

Waiver and Release:

- In consideration of DMI furnishing services to enable me to make this canoe/kayak/tube/camp/cabin trip, I for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby, indemnify, specifically release and forever discharge DMI and its officers, agents and employees from any and all liability or claims for injury, illness, disability, death and loss of or damage to property that I may suffer while participating in this canoe/kayak/tube/camp/cabin trip. This release and discharge specifically includes, but is not limited to, liability or claims for injury, illness, disability, death, or loss of or damage to property caused by the negligence of DMI or its officers, agents, or employees. It is my intent to release DMI and indemnify DMI and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of DMI or by alleged breach of contract, breach of warranty, or any other legal theory.

Indemnification:

- I hereby agree to bear all costs and fees incurred by DMI in defending themselves against the claims of mine, my heirs, assigns, personal representatives and next of kin.
- I acknowledge that DMI holds residency in Montgomery County in the state of Indiana, and agree that any claims and litigations will be brought in and carried out in Montgomery County in the state of Indiana.
- I expressly acknowledge and agree that if any part of the document is found to be void or illegal by a court the other parts will remain in full force and effect and will be given the broadest construction possible by the courts of Indiana.

IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF INJURY, ILLNESS, DISABILITY, DEATH, OR DAMAGE OCCURS TO ME OR MY PROPERTY WHILE ENGAGED IN THIS CANOE/KAYAK/TUBE/CAMP/CABIN TRIP, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST DMI OR ITS OFFICERS, AGENTS, OR EMPLOYEES, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSE MY INJURY, ILLNESS, DISABILITY, DEATH, OR DAMAGE.

I HAVE CAREFULLY READ THIS DOCUMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS AN ASSUMPTION OF RISK, WAIVER, AND RELEASE AGREEMENT, AND I SIGN IT FREELY, VOLUNTARILY AND WITHOUT INDUCEMENT. I ALSO UNDERSTAND THAT I SHOULD NOT AND MAY NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.

Check all that apply:

Canoe Kayak Tube Camp Cabin Picnic

Group Name: _____

Date: _____

Please check if you are age 18 or older.

IF PARTICIPANT IS UNDER 18:

Participant's Signature

Parent/Guardian Signature

Printed Name

Participant's Age _____

Street Address

City/State/Zip Code