

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
Swinging Bridge Farm, LLC DBA Adventure Mendota
3672 Swinging Bridge Road, Mendota VA 24270

In consideration of participating in the sport of kayaking and tubing, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence **Swinging Bridge Farm LLC (DBA - Adventure Mendota)** and its owners, directors, officers, employees, agents, volunteers, participants and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that the sports of kayaking and tubing involve unknown and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability. Risks include, but are not limited to, death as a result of drowning or brain damage caused by near drowning; broken bones, torn ligaments or strains as a result of faults while launching or exiting the water, or while carrying a kayak or tube; medical conditions resulting from physical activity; potential for sunburn, sun stroke, heat exhaustion, dehydration, insect or animal bites, cuts and scrapes; damaged clothing or damage to other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activities.
2. I agree to wear my personal flotation device (PFD) at all times while on the water and will comply with all Federal, State and Local laws. I understand that consumption of alcoholic beverages is unsafe for any water activity and illegal in public (which includes on the river and at public boat landings) and is not approved by the **Swinging Bridge Farm, LLC**.
3. I hereby agree to return all equipment at the mutually agreed set time, date and location in the same condition as it was received. I also agree that equipment will only be taken on the sections of the North Holston River agreed to prior to the trip.
4. I understand that there are seen and unseen dangers associated with this activity. I understand that severe storms or Acts of God may arise at a moment's notice and I will immediately remove my party from danger. I understand that all trips are self-guided and that I am personally accountable for self-rescue of my party. I willingly agree to comply with the terms and conditions. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
5. I agree to indemnify and hold harmless and agree not to sue **Swinging Bridge Farm, LLC**, its officers, officials, agents and/or employees, other participants, sponsors, volunteers, advertisers and if applicable, owners and lessors of land or premises used to conduct the event (Releasees) for any and all claims, damages, losses, injuries, and expenses arising out of or resulting from participating in these activities.
6. I represent and warrant that I am of legal age (18 and older), and any person accompanying me is at least four years old, and is in good physical condition to participate in this trip.
7. I consent to the use, without compensation, of releases of photographs and video recordings made of me or the minor identified below while participating in these activities and agree that such materials are the sole property of the releasees.
8. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
9. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Releasees from any and all claims, demands or cause of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

Customer Initial _____
Adventure Mendota Staff Initial _____

10. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in these activities, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

11. I agree to be held accountable and pay all damages (part from normal wear and tear) to the watercraft and related equipment that I rent. **Swinging Bridge Farm, LLC** will determine such damage and costs

12. In the event that I file a lawsuit, I agree to do so solely in the state where Releasee's facility is located, and I further agree that the substantive law of that state shall apply.

13. I am not relying on any oral or written representation or statements made by RELEASEES other than what is set forth in this agreement. This release shall be binding to the fullest extent permitted by law. I agree that if any portion of this agreement is held invalid or unenforceable, the remainder shall continue in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence. I fully understand the terms, understand that I have given up substantial rights by signing this document and I have signed this document freely and voluntarily without any inducement.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

Signature: _____ Print Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (____) _____ - _____ Date: _____

FOR PARENTS/GUARDIANS OF THE FOLLOWING MINORS. This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releases, and for myself, my heirs, assigns and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents for the following minor's involvement or participation in these activities as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

1. _____ Age _____ 3. _____ Age _____
Print Minor's Name

2. _____ Age _____ 4. _____ Age _____
Print Minor's Name

Parent/Guardian Signature

Print Parent/Guardian Name

Relationship to Minor(s)

Date

Telephone Number

Adventure Mendota Staff Signature _____

Date: _____