



Zumbro River Ratz Waiver

Date _____ Arrival Time _____

Name _____ Address _____ City _____

State _____ Zip code _____ Phone # _____ E-mail address _____

Signature of person responsible for party _____

In consideration of the services of Zumbro River Ratz, Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "ZRR"), I hereby agree to release, indemnify, and discharge ZRR, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

RENTAL AGREEMENT: I understand that I am renting from ZRR for a one time ride on the Zumbro River from Hammond, MN to Millville, MN and that I will be charged \$100.00 per floating unit if I am on the river for more than 6 hours or past dusk, whichever comes first. 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 that I will be prosecuted as a thief.

READ CAREFULLY!! THIS IS A WAIVER AND RELEASE OF LIABILITY

I acknowledge that river riding, kayaking, canoeing or tubing entails known and unanticipated risks which 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. The risks include, but are not limited to: Your floating device could turn over and/or you could have to swim risking entanglement in trees; exposure to the natural elements can be uncomfortable and/or harmful; you should be aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps; also prolonged exposure to cold water can result in hypothermia; exposure to potentially dangerous wildlife, insects, plants; and accidental drowning is also a possibility. Furthermore, ZRR employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ZRR from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of ZRR's equipment or facilities, including any such Claims which allege negligent acts or omissions of ZRR. 4. Should ZRR 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. 5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions 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. In the event that I file a lawsuit against ZRR, I agree to do so solely in the state of Minnesota, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. 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. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against ZRR on the basis of any claim from which I have released them herein. I represent to ZRR that I and the persons for whom I am responsible are in good health and physically able to safely participate in the sport of boating and or tubing. I specifically realize that the dangers increase significantly if anyone leaves the boat and enters the water. I am also aware that medical services may not be readily available or accessible during part or all of these activities. By my participation in these activities, I hereby knowingly and expressly assume all risks of injury, loss of life, and damage to person and property during such activity, fully realizing that ZRR or its agents are not responsible for any such injury, loss of life or damage to person or property arising out of my participation. I also on behalf of myself, my personal representative and my heirs hereby covenant not to sue and I agree to release, hold harmless, and indemnify ZRR and its agents, officers, employees or successors from any and all contract or negligence claims and suits for bodily injury, property damage, wrongful DEATH, loss of services or otherwise which may arise out of my participation in this activity or in the participation of those persons or children for whom I am legally responsible. I further agree to participate in this activity only if every member of my party (including myself) properly uses a life preserver realizing that the proper use of this life preserver is our responsibility. I understand that use of equipment furnished by ZRR constitutes an acceptance of said equipment on a lease basis "As Is". I agree to return all rental equipment in its present condition, ordinary wear and tear excepted. Failing to do so, I agree to reimburse ZRR at retail replacement cost, and to pay all cost in the enforcement of this agreement. This contract shall be governed by and constructed in accordance with the Laws of the State of Minnesota, and the parties agree that the venue and jurisdiction for any action or proceeding arising out of this rental contract shall be in the state of Minnesota, this contract shall be construed without regards to any presumption or rule requiring construction against the party causing the rental contract to be drafted. As a supervisor of a minor child, I make this agreement individually on behalf of this minor child, to induce ZRR to allow the child to ride in a boat, kayak, or inner tube. **Notice to the minor child's natural guardian:** Read this form completely and carefully. You are agreeing to let your minor child engage in a potentially dangerous activity. You are agreeing that, even if ZRR uses reasonable care in providing this activity, there is a chance your child may be seriously injured or killed by participating in this activity because there are certain dangers inherent in this activity, which cannot be avoided or eliminated. By signing this form you are giving up your child's right and your right to recover from ZRR in a lawsuit for any personal injury, including DEATH, to your child or any property damage that results from the risks that are a natural part of the activity. You have the right to refuse to sign this form, and ZRR has the right to refuse to let your child participate if you do not sign this form.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Each line is one person. Everybody signs if they can read & write. (If unable to read & write, parent or guardian must sign.)

Legibly Print Name (first & last) One person per line.	Signature	Telephone Number	Color, Make, and Plate Number of all vehicles with you today that will be parked at Reads Park.
1			
2			
3			
4			
5			
6			
7			
8			