



MORGAN'S CANOE AND OUTDOOR CENTERS, INC.

PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK

I, the undersigned, in consideration of any and all of the services offered by Morgan's Canoe and Outdoor Centers, Inc. its officers, employees, agents or representatives (hereinafter referred to as Morgan's), hereby agree to release and discharge Morgan's, on behalf of myself, my heirs, assigns, personal representative and estate as follows:

1. I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and/or volunteer bears certain risks, and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property or to spectators or other third parties. The following describes some, but not all, of those risks: Muscle sprains, muscle strains, scrapes, bruises, cuts, lacerations, sunburn, broken bones, drowning, and other types of environmental exposure including death.
2. Being aware that this activity entails known and unknown risks of injury to myself and a risk of injury to spectators or other third parties as a result of my actions, I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness, or disease, or damage to myself, to others, or to my property arising from my participation in this activity. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks. I am aware of the unpredictable nature of the natural environment including the river. I am aware that there are obstacles in the river such as debris, rebar, shopping carts, automobiles, pinned boats, downed trees, garbage, broken bottles, and cans. I am aware that these obstacles may present a risk of injury to me or cause death, illness or disease.
3. I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify Morgan's, its agents or employees, and all other persons or entities, from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including specifically, but not limited to the negligent acts or omissions of Morgan's, its agents or employees, and all other persons or entities, for and all injury, death, illness or disease, and damage to myself or to Morgan's property.
4. I promise that I will examine the equipment given to me by Morgan's to determine if it is in a safe and seaworthy condition. Also, I agree to return Morgans' property in the same general condition.
5. IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONES HURT OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THIS EVENT, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST MORGAN'S, OR ITS OFFICERS, AGENTS OR EMPLOYEES, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE.
6. Should it become necessary for Morgan's, or someone on Morgan's behalf, to incur attorney's fees and costs to enforce this agreement, or any portion thereof, I agree to pay Morgan's reasonable costs and attorney's fees thereby expended, or which liability is incurred.
7. I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily or property damage caused to a third party as a result of my participation in this event, If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

My signature below indicates that I have read this entire document, understand it completely, understand that it affects my legal rights, and agree to be bound by its term. I also agree that I will view the video tape on river safety at the safety station before commencing my trip.

Signature of participant: _____ Print Name: _____

If under 18,

signature of parent or guardian: _____ Print Name: _____