

**ASSUMPTIONS AND ACKNOWLEDGEMENT OF RISKS
AND
RELEASE OF LIABILITY AGREEMENT**

In consideration of being allowed to participate in water sport events and activities and/or being provided with water sport recreational property or services, for myself and any minor children for whom I am parent, legal guardian or otherwise responsible and for my our/heirs, personal representatives or assigns:

1. **ACKNOWLEDGMENT OF RISKS.** Acknowledge that some, but not all, of the risks of participating in the water sport activities include: (1) Changing water flow, tides current, wave action and ships' wakes; (2) Collision with any of the following: other participants, the watercraft, other watercraft and manmade or natural objects; (3) Wind shear, inclement weather, lightning, variances and extremes of winds, weather and temperature; (4) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; (5) Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia and/or drowning; (6) The presences of insects and marine life form; (7) Equipment failure or operator error; (8) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration; (9) Fatigue, chill and/or dizziness that may diminish my/our reaction time and increase the risk of accident.
2. **EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY.** Agree to assume responsibility for all the risks of the activity, whether identified above or not. (EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES NAMED BELOW). My/our participation in the activity is purely voluntary. I assume full responsibility for myself and any of my minor children for whom I am responsible, for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while I/we participate in the activity (EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW) I agree to wear a U.S Coast Guard approved personal flotation device (life jacket) while participating in the activity or riding in any watercraft.
3. **RELEASE** I hereby release BUTTS TUBES INC./ BTI WHITEWATER, its principals, directors, officers, agents, employees and volunteers, their insurers and each and every land owner, municipal and/or governmental agency upon whose property and activity is conducted ("owner") and their insurers, if any, (Collectively "Releasees") FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY OR DAMAGE (INCLUDING DEATH) TO ME OR MY MINOR CHILDREN AND OTHER PERSONS as a result of my/our participation in the activity, EVEN IF CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE, OR ANY OTHER PERSON (INCLUDING MYSELF). I understand that photographs may be taken during the course of the trip that may be used for publicity or promotion. I agree to pay additional fees for returning late, after BTI hours of operation, and/or damaging any BTI Equipment.

I HAVE READ THIS ASSUMPTION AND ACKNOWLEDGMENT OF RISKS AND RELEASE OF LIABILITY AGREEMENT, I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM WAIVING VALUABLE LEGAL RIGHTS, INCLUDING ANY AND ALL RIGHTS I MAY HAVE AGAINST THE OWNER, THE OPERATOR NAMED ABOVE OR THEIR EMPLOYEES, AGENTS SERVANTS OR ASSIGNS.

Participant's Name (printed) _____ age _____

Signature _____ Date _____

Address _____ Check here to be on mailing list _____

City _____ State _____ Zip _____

If participant is under 18, parent or legal guardian must also sign _____
(Signature)

In emergency contact: _____

List any known allergies to plants, insects or medications (if more space is required, use reverse side.