

RELEASE and INDEMNIFICATION AGREEMENT and COVENANT NOT TO SUE

IN CONSIDERATION of being permitted to participate in or observe this or any future TOWN TINKER TUBE RENTAL activity, I hereby agree and promise as follows:

1. To pay all required fees and costs, and taxes.
2. I understand and agree that Tubing and Whitewater Adventures are not recommended for those who are: 1.) pregnant; 2.) have heart conditions; 3.) epileptic; 4.) have back conditions; 5.) diabetics; 6.) non-swimmers.
3. I understand the risks of Tubing and Whitewater Adventures. I hereby assume such risks, known and unknown, unto myself and release, discharge, indemnify and hold harmless, Mountain Creek Recreation, Inc., d/b/a Town Tinker Tube Rental and its officers, directors, agents and employees hereinafter referred to collectively as "TINKER," of and from any and all liability for serious or bodily and personal injury, accident, loss of life and/or loss or property damage which I may sustain as a result of my participation in or observation of any TINKER activity or transportation to or from any such activity even if arising from the negligence of the releases or others to the fullest extent permitted by law.
4. I further agree to be personally responsible for my own actions during such participation and agree that I shall be personally liable for any serious or bodily and personal injuries, accidents, loss of life and/or loss or property damages which may occur as a result of my actions or failures to act when I should. I specifically agree to indemnify and hold harmless, TINKER of and from any and all liability for any serious or bodily and personal injuries, accidents, loss of life and/or loss or property damages which I may cause myself or any others during participation/observation of this for any future TINKER activity or transportation to or from activity even if arising from the negligence of the releases or others to the fullest extent permitted by law.
5. If I am renting TINKER equipment for anyone other than myself, I agree and promise to be solely and wholly responsible for serious or bodily and personal injuries, accidents, loss of life and /or loss or property damages caused to or by such others. I specifically agree to indemnify and hold harmless TINKER of and from any and all liability for serious or bodily and personal injuries, accidents, loss of life and/or loss or property damages caused to or by such others even if arising from the negligence of the releases or others to the fullest extent permitted by law. I also shall be fully responsible for the safe return of all equipment used by others.
6. I further promise never to sue or to allow any suit to be brought in my name against TINKER for any serious or bodily and personal injuries, accidents, loss of life, pain and suffering, medical expenses and/or loss or property damages which I may sustain as a result of my participation in or observation of this or future TINKER activity, or transportation to or from even if arising from the negligence of the releases or others to the fullest extent permitted by law. I specifically agree that any dispute by myself or any others shall be litigated in and venue shall be the county in which TINKER is physically located.
7. I agree to abide by all the rules and regulations of TINKER, and shall promptly report any infraction thereof by any person. I promise to act and cause others to act safely at all times. I am not intoxicated or under the influence of any drug, nor shall I be so at the time during this or any future TINKER activity, nor shall I permit any others to participate if intoxicated or under such Influence.
8. I am over the age of 18 years, and not acting under any mental or emotional defect or coercion. If I am under 18 years of age, I have the permission of my parents/guardians to participate/observe and I agree not to participate/observe until and unless I have submitted a signed written permission and release form from my parent/guardian.
9. I agree to carry my own health and accident insurance and shall not seek any reimbursement for insurance premiums or amounts paid for medical treatment from TINKER.
10. TINKER and its assigns are hereby authorized to utilize my name and the names of others for whom I have rented equipment, and any audio, video or photographic recordings of me or said others for advertising, marketing, promotional or instructional uses.
11. I HAVE READ THE ABOVE APPLICATION, RELEASE AND INDEMNIFICATION AGREEMENT. I FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT AND AGREE TO ABIDE AND BE BOUND THEREBY. THIS AGREEMENT MAY NOT BE MODIFIED AND SHALL BE BINDING UPON MY ASSIGNS, HEIRS, AND ESTATE.

Signature: _____

Date: _____

Name _____ Age _____ Birthdate: _____

Address _____ * Tel. #(_____) _____ - _____

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FOR PARENTS/GUARDIANS OF PARTICIPANTS LESS THAN 18 YEARS OLD

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 Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless TINKER from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, even if arising from the negligence of the Releasees, to the fullest extent permitted by law.

Parent/Guardian Signature: _____

Date: _____

Name _____

Address _____ * Tel. #(_____) _____ - _____