

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Longshot at Miller Dam LLC, their agents, owners, officers, volunteers, employees and all other persons or entities acting in any capacity on their behalf (hereinafter referred to as Longshot). I hereby agree to release, indemnify and discharge Longshot, on behalf of myself, my spouse children, parents, heirs, assigns, personal representative, trust and estate as follows:

The risks include, among other things: slips and falls; accidental drowning; watercraft may capsize or roll and cause entrapment; rapidly changing adverse weather and water conditions; watercraft is slippery when wet and accidents can occur getting in or out of craft or water; exposure to the elements of the outdoors and natural surroundings which could cause cold water shock, hypothermia, hyperthermia, heat exhaustions, sunburn or dehydration. There may be exposure to potentially dangerous animals, insect bites and hazardous plant life, aggressive or poisonous marine life. Passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides. Negligence of participants, bystanders or other persons who may be present. Transmissible pathogens or disease, accidents or illness can occur in remote places without medical facilities. Health problems associated with my own physical condition or the physical exertion associated with this activity.

Furthermore, Longshot personnel have difficult jobs to perform. They seek to keep you safe, but are not infallible. They might be unaware of a participant's fitness or abilities. They can misjudge your abilities, the weather or other environmental conditions. Personnel may not be able to advise you of all conditions that could occur. They could give incomplete instructions and the equipment could malfunction.

1. I acknowledge that my participation in kayaking and/or canoeing activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, my property or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. I understand that any equipment is lost, broken, destroyed or not returned will be charged to me at replacement cost.
2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is voluntary and I elect to participate in spite of the risks. Additionally, I agree to wear a US Coast Guard approved personal floatation device (life jacket) while participating in this activity.
3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Longshot 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 Longshot's equipment or facilities. **Including any such claims which allege negligent acts or omission of Longshot.**
4. Should Longshot 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 suffer or cause while participating. I agree to assume the costs of such injury or damage if my insurance does not cover the injury to myself or others.
6. In the event that a lawsuit against Longshot is filed, I agree to do so solely in the state of Wisconsin, and I further agree that the substantive law of Wisconsin shall apply in any action. I agree that if any

portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or any 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 Longshot on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at Longshot. I have had sufficient opportunity to read this entire document. I have read and understand it and I agree to its terms.

Name: _____ Phone number: _____

Address: _____

Drivers License number: _____

Signature: _____ Date: _____

*****Hold customer credit card until everyone has made it back and equipment is returned.*****

PARENT OF GUARDIAN ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

My dependent or children _____, _____

_____, _____, have my permission to participate in this activity and use Longshot equipment and facilities, I further agree to indemnify and hold harmless Longshot from any and all claims which are brought by or on behalf my children and which are in any way connected with such use or participation.

Signature: _____