

S&B Tubing

I understand that I will be provided with a life vest and that it is required by law to maintain it throughout this excursion. I understand that glass is strictly forbidden and agree not to take any glass on the river. I agree to allow S&B Tubing to search my cooler looking for glass.

In consideration of participating in the sport of tubing, canoeing, or kayaking, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence S&B TUBING and its owners, directors, officers, employees, agents, volunteer, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees", on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

I acknowledge that the sport of tubing, canoeing, and kayaking involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, death as a result of drowning or brain damage caused by near drowning; exposure to COVID-19, broken bones, torn ligaments or strains as a result of falls while launching or exiting the water, or while carrying a canoe; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment without jeopardizing the essential qualities of the activity.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees 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 their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees 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.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

Print Name

Signature

Date

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