

EVENT NAME: \_\_\_\_\_

EVENT DATE: \_\_\_\_\_

**IMPORTANT: THIS IS A LEGAL DOCUMENT**

**Please read and understand this document before signing. If you have any questions please ask us or consult an attorney.**

The Menokin Foundation have done everything possible to assure that our guests have an enjoyable river/creek experience. We like to inform our guests that a river/creek trip, camping trip, or cleanup, is not risk free. The same elements that contribute to the unique character and fun of a river/creek, such as shooting the rapids can cause loss or damage to equipment, injury, illness or in extreme cases, permanent trauma or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and be informed of some of the possible risks.

**ACKNOWLEDGMENT OF RISK**

**I realize** that changing water flow or currents, submerged or semi-submerged objects, varying wind and weather conditions, the presence of other watercraft, the speed at which I travel, the stability characteristics of a watercraft, and certain foreseen and unforeseen events or hazards can contribute to the unpredictability of the activity; that certain risks associated with this activity such as, but not limited to collision, upset, overrun, and sinking can result in getting wet, injured, exposed to the elements, drowned, and personal property getting damaged or lost; that for swimmers and non-swimmers, wearing a U.S.Coast Guard-approved Personal Flotation Device (PFD) is a basic safety precaution (I agree to wear my PFD at all times); that I may suffer accidents or illness in remote places where there are no available medical facilities; and that I should ask about potential hazards and recommended precautions and procedures. I also realize that participation in the activity can result in personal injury, accident, or illness, including but not limited to insect bites, reptile bites, exposure to marine life forms including bacteria, heat related injuries and illness (heat exhaustion, heat stroke, dehydration), sprains, broken bones, hypothermia, slipping when getting in or out of watercraft, paralysis, dismemberment, or death.

**I certify** that the participants from my family listed below, including minor children, are fully capable of participating in the experience. I state that I have read the above statement on some of the possible risks in this activity. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death and loss of personal and rental property and any expenses as a result of my negligence, the negligence of members of my family, or the negligence of Menokin Foundation. I also understand that Menokin Foundation reserve the right to refuse any person they judge to be incapable of meeting the requirements of participating in the experience. The participant(s) listed below are in good physical condition and able to undertake this activity.

**CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION**

**I agree** to indemnify and hold harmless the Menokin Foundation and their agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from participation in these activities. I further agree to release, acquit and covenant not to sue Menokin Foundation, their agents and employees for all actions, causes of action, claims or damages in law or remedies in equity of whatever kind, including the negligence of Menokin Foundation or my family, myself, or my heirs, against Menokin Foundation arising out of participation in this program. In short, I cannot sue Menokin Foundation and if I do, I cannot collect any money.

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**I agree** to the site of any lawsuit of the law governing any such lawsuit be Warsaw, VA and governed by the Commonwealth of Virginia Law. The terms of this agreement shall continue and be in effect after the experience has ended.

**As liquidated damages**, I hereby agree that if Menokin Foundation are forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay Menokin Foundation costs and attorneys fees if they successfully defend such action, lawsuit or litigation.

**I authorize** and release to Menokin Foundation the use of my image in any photo or video recording.

I have adequate health disability and life insurance for myself and my family.

This is an on-water event, the rapids rating is \_\_Class 1 \_\_Class 2 \_\_Class 3 \_\_No rapids.

A copy of this can be used as an original.

**Do you or any member of your party have any medical condition that would prevent you from fully participating in this event?** \_\_\_\_\_ If yes, please list it here: \_\_\_\_\_

Every participant eighteen (18) years of age or older must sign his/her name and that of any children for which he/she is responsible.

I have read, understand and acknowledge the risks an liability this \_\_\_day of \_\_\_ 20\_\_\_.

\_\_\_\_\_  
Address City State Zip

\_\_\_\_\_  
Phone Email Address

**EMERGENCY CONTACT:**

\_\_\_\_\_  
**Name Relationship Phone Number**

\_\_\_ **Check here if you would like to join our newsletter email list.**

\_\_\_\_\_  
Participant Signature Printed Name

\_\_\_\_\_  
AdditionalParticipant Signature Printed Name

\_\_\_\_\_  
Additional Participant Signature Printed Name