PARTICIPATION, RELEASE AND INDEMNIFICATION AGREEMENT

IMPORTANT. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT CONTAINS A RELEASE OF LIABILITY AND A WAIVER OF CERTAIN LEGAL RIGHTS.

In consideration of the opportunity to rent or otherwise use certain equipment and/or participate in activities offered by BLUES CANOE LIVERY, I AGREE ON BEHALF OF MYSELF, AND ON BEHALF OF ALL MINORS FOR WHOM I AM PARENT OR GUARDIAN, TO THE TERMS OF THIS PARTICIPATION AGREEMENT, THE WAIVER AND RELEASE.

BLUE RECREATION COMPANY, INC. d/b/a BLUES CANOE LIVERY provides services which may include renting equipment for rafting, canoeing, kayaking, tubing and other outdoor pursuits. BLUES CANOE LIVERY may also provide life jackets, personal flotation devices, camping facilities, shower and bathroom facilities, volleyball courts, and other outdoor related facilities. BLUES CANOE LIVERY may also provide transportation by bus, van or other vehicle to any of these activities.

I UNDERSTAND THAT THERE ARE RISKS, HAZARDS AND DANGERS ASSOCIATED WITH THE SERVICES AND ACTIVITIES PROVIDED BY BLUES CANOE LIVERY. These risks include, but are not limited to, the risk of falling out of a canoe, raft, tube or kayak and being injured or killed, or being wet, cold and uncomfortable. These risks include the uncertainties of the river or of the weather, hazards in the river, collisions while traveling by vehicle or on the river, altercations with other people on the river, including altercations with other participants in the same activity, and with the uncertainty of conditions in an outdoor environment. I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES AND AM USING THE SERVICES OF BLUES CANOE LIVERY WITH FULL KNOWLEDGE OF THE RISKS INVOLVED AND I ACCEPT AND ASSUME ALL RISKS OF THE ACTIVITIES AND SERVICES, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEN. I UNDERSTAND THESE RISKS MAY INCLUDE LOSS OF PROPERTY OR INJURY TO PERSON OR DEATH.

I AGREE, FOR MYSELF AND FOR ALL MINORS FOR WHOM I AM PARENT OR GUARDIAN, FOR MY HEIRS, SUCCESSORS AND ASSIGNS, THAT I RELEASE BLUES CANOE LIVERY, IT'S OWNERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL CLAIMS, DAMAGES AND INJURIES, INCLUDING ALL INJURIES TO PERSON OR TO PROPERTY, ARISING DIRECTLY OR INDIRECTLY OUT OF THE ACTIVITIES OR SERVICES PROVIDED BY BLUES CANOE LIVERY. THIS RELEASE AND THE FOLLOWING INDEMNIFICATION INCLUDES ANY CLAIMS ARISING, IN WHOLE OR IN PART, FROM NEGLIGENT ACTS OR OMISSIONS OF BLUES CANOE LIVERY, ITS OWNERS, AGENTS OR EMPLOYEES.

I AGREE, FOR MYSELF AND FOR ALL MINORS FOR WHOM I AM PARENT OR GUARDIAN, FOR MY HEIRS, SUCCESSORS AND ASSIGNS, THAT I SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS BLUES CANOE LIVERY, IT'S OWNERS, AGENTS AND EMPLOYEES, FROM ALL LOSSES, CLAIMS, EXPENSES AND DEMANDS, INCLUDING ATTORNEYS FEES, THAT MAY BE INCURRED BY BLUES CANOE LIVERY, IT'S OWNERS, AGENTS AND EMPLOYEES, THAT ARE RELATED, DIRECTLY OR INDIRECTLY, TO MY, OR ANY MINOR FOR WHOM I AM PARENT OR GUARDIAN, USE OR PARTICIPATION IN THE SERVICES OR ACTIVITIES PROVIDED BY BLUES CANOE LIVERY. I agree that any legal proceedings concerning this agreement, the services or activities must be filed in Bartholomew County, Indiana.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS PARTICIPATION, RELEASE AND INDEMNIFICATION AGREEMENT. I INTEND, BY SIGNING THIS AGREEMENT, TO INDUCE BLUES CANOE LIVERY TO PROVIDE SERVICES AND ACTIVITIES.

_____	_____
Signature Date	Signature Date
Print Name	_____
Address	Address
_____	_____
City State Zip	City State Zip