

KAYAK MEMPHIS TOURS RELEASE AGREEMENT

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of Kayak Memphis Tours (Kayak Memphis), Ghost River Rentals (Ghost River Outfitters), Memphis River Parks Partnership, the City of Memphis, Wolf River Conservancy Inc. (WRC) and their agents, members, officers, board members, volunteers, participants, employees, its cooperating activity vendors and all other persons or entities acting in any capacity on their behalf, I hereby agree to release, idemnify and discharge all parties, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in kayaking, canoeing, stand-up paddleboarding and rafting activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slipping and falling, whether on shore or while entering into, exiting from or venturing in a watercraft that me be unstable and/or slippery when wet; accidental drowning; collision with fixed or moveable objects or other watercraft; water hazards; boat capsize and entrapment; exposure to temperature and weather extremes which could cause cold water shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to sun, strong wind, cold, storms, large waves, eddies and whirlpools, and lightning; exposure to potentially dangerous wild animals, insect bites, hazardous plant life, and aggressive and/or poisonous aquatic life; equipment failure; improper lifting or carrying; travel in remote areas with poor or no access to emergency and/or medical services; my own physical condition, and the physical exertion associated with this activity.

Furthermore, Kayak Memphis Tours, Ghost River Rentals and Memphis River Parks Partnership have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a U.S. Coast Guard approved personal floatation device (life jacket) if required, while participating in this activity.

3. I hereby voluntarily release, forever discharge, and agree to idemnify and hold harmless Kayak Memphis Tours, Memphis River Parks Partnership, the City of Memphis and Wolf River Conservancy from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or use of Kayak Memphis Tours' equipment or facilities, including any such claims which alleged negligent acts or omissions of Kayak Memphis Tours.

4. Should Kayak Memphis Tours or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to idemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or losses I may cause or suffer while participating and agree to bear the costs of such injury or damage. I further certify that I am willing to assume all risk I may experience while participating.

6. In the event that I file a lawsuit against Kayak Memphis Tours, I agree to do so solely in the state of Tennessee, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. 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 "ACCEPTING" this document, I acknowledge that if anyone is hurt or 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 Kayak Memphis Tours, Ghost River Rentals, Memphis River Parks Partnership, the City of Memphis, and the Wolf River Conservancy on the basis of any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO REVIEW THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS

Individual: I accept the above Terms & Conditions for myself: (Print name here) - _____

SIGN HERE - _____ Date - _____

Family: I accept the above Terms & Conditions for MYSELF AND REGISTERED GUESTS, (INCLUDING MINORS UNDER THE AGE OF

18): (Print name(s) - _____ SIGN HERE - _____

Date - _____

