



Mississippi River Challenge

July 24 & 25, 2010
Paddle it! Protect it!

RELEASE AND WAIVER OF ALL CLAIMS

Each participant must sign a Release and Waiver form to participate in the Mississippi River Challenge.

BY SIGNING THIS RELEASE AND WAIVER YOU ARE GIVING UP ANY RIGHT TO SUE OR BRING ANY CAUSE OF ACTION AGAINST FRIENDS OF THE MISSISSIPPI RIVER OR ANY OF THE PARTIES IDENTIFIED BELOW.

In consideration of the acceptance of my application for the Mississippi River Challenge, I hereby freely agree to and make the following contractual representation and agreements. I fully realize and assume all the risks associated with participating in this event and recognize this event will include activity on an inherently dangerous body of water.

I hereby waive, release and discharge for myself, my heirs, executors, administrators, legal representatives, assigns and successors in interest (hereinafter collectively called "successors") any and all rights and claims which I have or which may hereafter accrue to me against Friends of the Mississippi River, Aggregate Industries, American Canoe Association, Aveda, Big River Magazine, Chippewa/Premium Waters, Surly Brewing Co., Friends of Bruce Vento, Great River Energy, Historic Fort Snelling & the Minnesota Historical Society, Hoigaard's, Kare11, Midwest Mountaineering, Minnesota Monthly, Mississippi Market, National Park Service, Northwest Canoe Company, Otogawa-Anschel, Patagonia, Peace Coffee, Pioneer Press and TwinCities.com, Sea Kayaker Magazine, Sisters Sludge Coffee Café, Spot Design, Summit Brewing Company, Thousand Hills Cattle Company, Three Rivers Park District, Thule, Wenonah Canoe/Current Designs, Whole Foods Market, local governments, the event organizer and their agents, employees, volunteers, participants, principals, directors, officers, organizers, guides, and any promoting or sponsoring organization(s), property owners, law enforcement agencies (and their respective agents, parent or affiliate companies, officials and employees), and any other participants (parties identified) through or by which the events will be held for any and all damages, including, but not limited to, death or paralysis, which may be sustained by me directly or indirectly in connection with or arising out of my participation in or association with the event or travel to or return from the event.

I agree that it is my sole responsibility to be familiar with the waters and grounds and any applicable laws and regulations for this event, as well as any special rules. I understand and agree that situations may arise during the event which may be beyond the immediate control of the organizers and I must continually act so as to neither endanger myself or others. I understand my participation in this event may be terminated by event organizers if I fail to comply with any requirements. I accept responsibility for the condition and adequacy of equipment used. I have no physical or mental condition which to my knowledge would endanger myself or others if I participate in the event, or would interfere with my ability to participate in this event. Additionally, I represent that I have health insurance that will cover

any expenses relating to any injury that may happen connected with this event.

I agree, for myself and my successors, that the above representations are contractually binding and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, I or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence.

This agreement, release, and waiver is made in Minnesota, and any controversy arising out of my participation shall be heard in District Court of Ramsey County and be decided pursuant to the laws of the State of Minnesota. This agreement may not be modified orally, and a waiver or consent to any provision shall not be construed as a modification of any other provisions herein. Each clause of this Release and Waiver is severable from the other clauses, and a decision that one clause is unenforceable will have no effect on the enforceability of any other clause.

BY SIGNING THIS RELEASE AND WAIVER I AM ACKNOWLEDGING THAT I HAVE READ AND THAT I UNDERSTAND THE CONSEQUENCES OF SIGNING THIS DOCUMENT. THIS IS A COMPLETE RELEASE AND WAIVER OF ANY AND ALL POTENTIAL LIABILITY CLAIMS AND A COMPLETE AND TOTAL ASSUMPTION OF ANY AND ALL RISKS ASSOCIATED WITH THE ACTIVITY.

PARTICIPANT INFORMATION (please print):

Name_____

Address_____

City_____State_____Zip_____

Phone_____E-mail_____

Participant's Signature_____Date_____

I am at least 18 years of age ____ yes ____ no. If no, section below MUST also be completed for each participant under 18.

PARENT OR GUARDIAN of minors, _____ as parent or guardian of the above-named minor, personally assume any and all risks of my child's or ward's participation in the event. Furthermore, I give my permission for my child or ward to participate in the event, and further agree, individually and on behalf of my child or ward, to all of the terms and conditions stated above. I ALSO AGREE TO DEFEND AND INDEMNIFY FRIENDS OF THE MISSISSIPPI RIVER AND ALL OF THE PARTIES IDENTIFIED ABOVE AGAINST ANY AND ALL CLAIMS MADE ON BEHALF OF ANY CHILD OR WARD OF MINE.

Parent/Guardian Name (printed)_____

Parent/Guardian Signature_____

Minor's Signature_____Date_____

EMERGENCY CONTACT:

Name_____Phone_____

