

**Release, Indemnification, and Hold Harmless Agreement  
The Ice Bowl LLC**

In consideration of participating in the sport of tubing and/or kayaking, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence, The Ice Bowl and its owners, directors, employees, agents, volunteers, 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 am mentally and physically able to swim and will wear a life preserver while participating in tubing or kayaking.

★ If I sustain any injuries while using transportation and/or participating in river activities, I will notify The Ice Bowl staff, fill out and sign an accident form, and seek necessary medical attention at my own expense.

★ I acknowledge that the sport of tubing 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 not limited to, death as a result of drowning; broken bones, torn ligaments, or strains as a result of falls; medical conditions resulting from physical activity; 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 expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or mental conditions, then I will immediately discontinue participation.

★ 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, my own equipment, or their facilities, arising from negligence. 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 harmless for all such fees and costs.

★ I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which would interfere with my safety of this activity, or else I am willing to assume-and bear costs of- all risks that may be created, directly or indirectly, by any such condition.

★ In the event that I file a lawsuit, I agree to do so solely in the state where releasees' facility is located, and I further agree that the substantive law of that state shall apply.

★ I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**Release for minors under 18 years of age**

I certify that I am the legal parent or guardian of the minor listed and consent to their use of equipment and participation in river activities. I certify they are able to properly use the equipment, that it fits properly, and that they are capable of participating in the activity of river tubing and/or kayaking and its related events.