

TIKI TUBING: ACKNOWLEDGEMENT OF RISK, WAIVER OF LIABILITY, & WAIVER OF PRIVACY AND CONSENT

*****READ BEFORE SIGNING*****

COMPANY NAME: Tiki Tubing L.L.C.

PARTICIPANT'S NAME: _____

(Print Please)

PARTICIPANT'S ADDRESS: _____ CITY _____ STATE _____

PARTICIPANT'S PHONE #: _____

NO INSURANCE COVERAGE:

- I understand that I am not covered by Tiki Tubing's Insurance and by participating in tubing, I the undersigned, acknowledge, appreciate, and agree that:

ACKNOWLEDGEMENT OF RISK

- The risk of injury from the activity of tubing is significant, including the potential for permanent paralysis and/or death.
- I knowingly and freely assume all such risks, both known and unknown, including but not limited to: negligence of others, bites, stings, cuts, currents, deep water, cliffs, wet ground, uneven ground, steep ground, slippery surfaces, submerged trees, submerged objects and I also assume full responsibility for my participation.
- I willingly agree to comply with terms and conditions for participation, which includes the use of the Personal Floatation Device provided to me by Tiki Tubing.

WAIVER OF PRIVACY AND CONSENT

- I consent to the use of any photographs, pictures, film, or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright and/or ownership right connected thereto.

WAIVER OF LIABILITY / HOLD HARMLESS & INDEMNIFICATION

- I, myself, and on behalf of my heirs, assignees, personal representatives and relatives, HEREBY RELEASE, IDEMNIFY, and HOLD HARMLESS, Tiki Tubing L.L.C., its officials, agents and/or employees, and if applicable owners from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH, I may suffer, or loss of damage to person or property. Whether arising from the negligence of myself or others, to the fullest extent permitted by law.

CHOICE OF LAW, VENUE & BINDING ARBITRATION

- In the event that a claim of whatever nature is made by me or on my behalf, I agree to submit to binding arbitration on all matters asserted.
- Louisiana law applies to any claim or dispute against Tiki Tubing L.L.C., and further I agree that any substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

SEVERABILITY

- 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.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTATE THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT:

SIGN HERE:

=====► Participant's SIGNATURE: _____ Age: _____ Date: _____

FOR PARENTS/ GUARDIANS OF PARTICIPANT OF MINOR UNDER THE AGE OF 18

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/ her release as provided above. I release and agree to indemnify and hold harmless Tiki Tubing L.L.C. from any an all liability incidents to my minor child's involvement of participation in these programs as provided above. EVEN IF ARISING FROM THE NEGLIGENCE OF THEMSELVES OR OTHERS, to the fullest extent permitted by law.

Parent/Guardian Name: _____ Date: _____

(Print Please)

Parent/Guardian Signature: _____

_____ Emergency Phone Number(s)