

LAKE HAVASU EXPERIENCE PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of Lake Havasu Experience, their agents, owners, officers, volunteers, participants, employees, and all other person or entities acting in capacity on their behalf (hereinafter collectively referred to as "Lake Havasu Experience"). I hereby agree to release and discharge Lake Havasu Experience, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that boat charters entail known and unanticipated risks, which 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; collision with a dock, boat, people, animals, rocks, walls or other fixed objects falling down; drowning, falling overboard, my own equipment failure or the failure of others' equipment; my own or others' negligence; objects on the water or conditions of the water that may cause me to fall; broken bones; sprains; head, neck and back injuries; abrasions; and bruises. Furthermore, Lake Havasu Experience employees and contractors 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 may give adequate warnings or instructions and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity, both known and unknown. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Lake Havasu Experience 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 Lake Havasu Experience's equipment, including such claims which alleged negligent acts or omissions of Lake Havasu Experience.
4. Should Lake Havasu Experience 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 them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against Lake Havasu Experience, I agree to do so solely in the state of Arizona, and I further agree that the substantive law of that state shall apply in this action without regard to the conflict of law rules of that state.
7. I consent to the use of images containing myself taken on tour by Lake Havasu Experience, to be used for display and/or promotional publication.
8. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

By signing this agreement, I agree 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 Lake Havasu Experience on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.

Printed Name of Participant

Signature of Participant

Date