

I WILL KEEP MY LIFE VEST ON AND BUCKLED AT ALL TIMES.

AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK -- FOR CHILD PARTICIPANTS

Activity _____

Date(s) _____

In consideration of the services of the Canoe and Trail Adventures (CTA), their agents, owners, officers, volunteers, participants, employees and all other persons or entities activity in any capacity on their behalf (hereinafter collectively referred to as "CTA"). I HEREBY AGREE TO RELEASE AND DISCHARGE CTA ON BEHALF OF MYSELF, MY CHILDREN, MY PARENTS, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND ESTATE AS FOLLOWS:

1. I acknowledge that canoeing entails 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: your canoe could turn over resulting in damages or loss of equipment, injury to yourself or others and accidental drowning, exposure to the natural elements can be uncomfortable and/or be harmful resulting in hypothermia, dehydration, heat stroke and other medical emergencies, and there is the possibility of dangerous wildlife, insects and plants.

Furthermore CTA guides have difficult jobs to perform. They seek your safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions and equipment 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.

3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless CTA 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 CTA equipment or facilities, including any such claims which allege negligent acts or omissions of CTA.

4. Should CTA or anyone acting on their behalf be required to incur attorney's fees and cost 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 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 risks that may be created, directly or indirectly, by any such conditions.

6. In the event that I file a lawsuit against CTA, I agree to do so solely in the state of Louisiana, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict or law rules or that state.

BY SIGNING 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 CTA ON THE BASIS OF MY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN: I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS:

Date _____

Minor's Name Printed _____

Parent/Guardian Signature _____

Minor's Name Printed _____

Parent/Guardian Signature _____

Minor's Name Printed _____

Parent/Guardian Signature _____

Minor's Name Printed _____

Parent/Guardian Signature _____