

**DATE:** \_\_\_\_\_ **TRIP:** \_\_\_\_\_ **TIME of departure:** \_\_\_\_\_

***PARTICIPATION AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK***

I, the undersigned, in consideration of the services of Sugar Valley Canoe Trips, Ltd., its officers, employees, agents or representatives (hereinafter referred to as "SV CANOE TRIPS, LTD."), hereby agree to release and discharge SV CANOE TRIPS, LTD. on behalf of myself, my heirs, assigns, personal representative and estate as follows:

1. I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and/or volunteer is an unguided canoe trip, which bears certain known risks and unanticipated risks which could result in injury, death, or damage to myself, to my property or to spectators or other third parties. The following describes some, but not all, of these risks: DROWNING, CAPSIZING, COLLISION WITH ROCKS OR OTHER ITEMS NATURALLY OR UNNATURALLY FOUND IN RIVERS, GETTING LOST, MISSING DOCKING SITE, EXPOSURE TO SEVERE WEATHER CONDITIONS, WILDLIFE ATTACKS AND INJURY CAUSED BY OTHERS WHILE PARTICIPATING IN THE CANOE TRIP.

2. With full knowledge that this activity entails both known and unknown risks of injury to myself, to spectators, and to other third parties, I accept and assume sole and entire responsibility for any loss of life or injury to myself, to others, and to any property arising from my participation in this activity.

3. I hereby covenant for myself, my heirs and assigns, not to sue and to forever release and discharge, and to hold harmless and indemnify SV CANOE TRIPS, LTD., its agents, employees, property owners, lessors and all other persons or entities from any and all claims, demands, rights and causes of action of whatsoever kind and/or nature arising from and by reason of any and all known or unknown, foreseeable or unforeseeable, bodily and personal injuries, damage to personal or real property, and the consequences thereof, in any way connected with my participation in this activity, including specifically but not limited to the negligent acts or omissions of SV CANOE TRIPS, LTD., its agents, employees, property owners, lessors, and all other persons or entities, for any and all injury, death, illness or disease, and damage to myself or my property.

4. Should it become necessary for SV CANOE TRIPS, LTD. or someone on their behalf, to incur attorney's fees and costs to enforce this agreement, or any portion thereof, I agree to pay SV CANOE TRIPS, LTD.'s reasonable costs and attorney fees thereby expended or for which liability is incurred.

5. I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

6. I will be held liable for any damage or loss of equipment (Canoe/Kayak \$500, Tube \$40, Paddle \$15, Life Jacket \$10). If I fail to dock at the pick-up bridge within the time limit, I agree to pay \$20 per hour late fee. If I abandon my equipment I will pay all costs incurred in retrieving equipment.

***7. Having read this entire document, front and back, I fully understand and agree with its terms and conditions. All participants will sign for themselves and participating minors on back of this agreement.***

**SUGAR VALLEY ALCOHOL POLICY AND AGREEMENT FOR THOSE WHOM IT MAY CONCERN**

SUGAR CREEK IS ROUTINELY PATROLLED BY CONSERVATION OFFICERS FOR YOUR SAFETY. I AGREE TO

ABIDE BY Laws of the State of Indiana and the Alcohol Policy of Sugar Valley Canoe Trips, Ltd.:

1. I MUST BE 21 YEARS OF AGE TO CONSUME ALCOHOL.
2. I WILL LIMIT ALCOHOL AND WILL NOT BE PUBLICLY INTOXICATED.
  - a. **Maximum number of drinks: 4 per person.**
  - b. **No GLASS, STYROFOAM OR HARD LIQUOR ALLOWED**
3. I will be respectful to others on the creek, including DNR law enforcement and Sugar Valley Staff.
4. I will not use profane language or inappropriate behavior.
5. I will dock with my equipment within the time limit for my trip at the correct bridge.
6. I will not litter on Sugar Creek or surrounding properties. Littering Fines: \$500.

FAILURE TO COMPLY with the above will result in:

Loss of \$50 alcohol deposit \* Loss of security deposit \* Additional fines \* Possible arrest

7. All participants who will be taking and/or consuming alcohol will be acknowledged on back of agreement.

**PARTICIPATION AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK (continued from front side)**

Having read this entire document, front and back, I fully understand and agree with its terms and conditions.

I am taking and/or consuming alcohol on this trip and agree to Sugar Valley's policy. (Must be 21 years old.) Please circle

**X SIGNATURE of Participants  
(18 years & older)**

**PRINTED NAME**

YES / NO

YES / NO

YES / NO

YES / NO

YES / NO

YES / NO

YES / NO

YES / NO

YES / NO

YES / NO

YES / NO

YES / NO

YES / NO

YES / NO

YES / NO

YES / NO

YES / NO

PARENTAL/GUARDIAN AUTHORIZATION (Required only if participant is a minor)

I fully understand and agree with the terms and conditions above and sign on behalf of my minor child:

**Minor Child(ren)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**X** \_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Printed Name