

**NIOBRARA OUTFITTERS CO., d/b/a TANK N TUBE RIVER RIDES
RELEASE
(READ BEFORE SIGNING)**

I am aware that the activities and/or equipment and supplies offered by Niobrara Outfitters Co. d/b/a Tank “N” Tube River Rides including but not limited to tubes, tanks, canoes, or any other floating devices, (the “Activities”) involve water and are hazardous activities and I hereby agree to participate in the Activities with knowledge of the danger involved and hereby agree to accept any and all risks of property, damage, personal injury, or death.

In consideration of my participation in the Activities, I hereby release and voluntarily waive any and all claims, both present and future, that I have or may have against Niobrara Outfitters Co. d/b/a Tank “N” Tube River Rides and/or any of its shareholders, directors, officers, agents, employees and volunteers, (Releasees) as a result of my participation in the Activities or any activity relating to the Activities including those claims caused by negligence of the Releasees. I further agree not to sue, claim against, attach the property of, and prosecute the Releasees for any injury, loss, or death caused by or resulting from my participation in the Activities or any activity relating to the Activities, whether or not such injury, loss, or death was caused by or resulted from the negligence of the Releasees or any other cause. I also expressly agree to indemnify and hold harmless the Releasees against loss from any future claims, liability, demands, costs and expenses that may subsequently be brought by me or any other person or entity on account of damage, any injury, or death to me arising out of the participation in the Activities or any activity relating to the Activities.

I understand that the Activities involve certain risks, including but not limited to travel to and from the site of the Activities, the possible reckless conduction of other Participants, and the possibility of drowning. These risks also include, but are not limited to, injury, serious injury, paralysis or death, or damage to property. I further understand that the Activities may be conducted at sites that are remote from available medical assistance and nonetheless agree to proceed with such Activities in spite of the possible absence of medical assistance. I also understand that any equipment provided for my protection may be inadequate in preventing injury, serious injury, paralysis or death.

Releasor agrees to indemnify Releasees, and each of them from any loss, liability, damage or costs they may incur due to Participant’s participation in the Activities, whether caused by the negligence of Releasees or otherwise.

Releasor assumes full responsibility for the risk of bodily injury, death or property damage due to the negligence of Releasees or otherwise while Participant is participating in the Activities.

Releasor agrees that this release, waiver, indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Nebraska and if any portion of this agreement is held invalid, it is agreed that the balance shall, not withstanding, continue in full force and effect.

This release shall be legally binding on me, my estate, heirs, assigns, legal guardians, and personal representatives.

I HAVE CAREFULLY READ THE ABOVE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT I MAY HAVE AND I ENTER INTO THIS CONTRACT OF MY OWN FREE WILL.

_____	Signature
_____	Printed Name
_____	Date
_____	City, State, Zip Code
_____	Phone Number
_____	Emergency Contact
_____	Emergency Contact Phone Number