

WAIVER AND RELEASE OF LIABILITY

Barefoot Tubing LLC



Name(s): _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

In consideration of Barefoot Tubing, LLC, their owners, volunteers, participants, and all other participants: furnishing services and/or equipment to enable me to participate in river activities (tubing and shuttle service or any other activity provided by Barefoot Tubing LLC). I here by agree to release and discharge Barefoot Tubing LLC on behalf of my children, my parents, and my heirs, myself, assigns, personal representative and estate as follows:

1. I acknowledge that river activities entails unknown and unanticipated risks which could result in physical or emotional injury, disease, strains, fractures, partial or total paralysis, death, or damage to myself, to property, or to third parties. These risks and dangers may be caused by the negligence of Barefoot Tubing LLC, the negligence of others, accidents, breaches of contract, the forces of nature, or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, risks of falling out of or drowning while in a tube, and such other risks, hazards, and dangers that are integral to tubing and river activities that take place in an outdoor and recreational environment.
2. I expressly agree and promise to accept and assume all of 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 Barefoot Tubing LLC from any and all claims, demand, or causes of action which are in any way connected to my participation in this activity or my use of Barefoot Tubing LLC equipment or facilities, including any such claims which allege negligent acts of omissions of Barefoot Tubing LLC.
4. Should Barefoot Tubing LLC or anyone else 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 such fees.
5. The venue of any dispute that may arise out of this agreement or otherwise between parties to which Barefoot Tubing LLC or its agents is a party shall be the Second District Court in Weber County, UT.
6. 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 cost 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 all risks that may be created, directly or indirectly, by such condition.
7. **If I chose to participate in tubing activities, I the undersigned agree to pay in full to Barefoot Tubing LLC any damages to or cover completely the loss of equipment that Barefoot Tubing LLC rented to me. I agree that the damages and costs will be assessed in the following manner:**
 - a. **Tubes**
 - \$20 for loss or abandonment of inner tube
 - \$25 retrieval fee for lost tubes
 - \$60 for loss or abandonment of out tube shell/cover
 - \$20 for loss or abandonment of tube seat cushion
 - b. **Life Vests**
 - \$50 for loss or abandonment of Life Vest

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. It is my intention to exempt and relieve Barefoot Tubing LLC from liability for personal injury, property injury, or wrongful death cause by negligence or any other cause.

Signature(s) of Participant(s): _____

Signature of Parent or Guardian: _____
(if less than 18 years old, please print name of minors)