

Agreement to Participate / Release of Indemnification (Page 1 of 2)

Big Bear Adventures 4271 S. Straits Hwy. Indian River, MI 49749 (231) 238-8181

Please copy BOTH SIDES of this form and distribute to your group.

Members of your group who are participating in a river trip on the Sturgeon River, and/or the Sky Trail Ropes Course must submit a signed Agreement to Participate / Release of Indemnification form. Participants under the age of 18 must have their form read, understood, and signed by a parent or legal guardian.

IMPORTANT: THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing. If you have any questions, please ask us or consult an attorney.

SECTION A – RIVER TRIPS: Big Bear Adventures (hereafter referred to as BBA) has done everything possible to assure that our guests experience a fun canoeing, kayaking, rafting, or tubing experience. However, we do wish to inform our guests that a river trip is not risk free. As used in this document, a “river trip” includes the Sturgeon River as well as the ending portion of the river trip that includes paddling at the south end of Burt Lake. The same elements that contribute to the unique character and fun of a river trip can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma or death. We wish to neither heighten nor reduce your enthusiasm for the experience, but we do want you to be aware of possible risks.

ACKNOWLEDGMENT OF RISK

I realize that changing water flow of currents, submerged and semi-submerged objects, varying wind and weather conditions, the presence of other watercraft, the speed at which I travel, the stability characteristics of a watercraft, and certain foreseen and unforeseen events or hazards can contribute to the unpredictability of the activity; that certain risks associated with this activity, including, but not limited to collision, upset, overturn, and sinking can result in getting wet, injured, exposed to the elements, drowned, and personal property being damaged or lost, that for swimmers and non-swimmers, wearing a U. S. Coast Guard approved **Personal Flotation Device** (PFD) is a basic safety precaution (I agree to wear my PFD at all times). I also realize that participation in the activity can result in personal dismemberment or death. I understand that this is a self-guided trip with no lifeguards or supervision on the river trip.

I understand that in some places on the Sturgeon River, there are deep holes (over my head), whirlpools, and a strong undercurrent. I also understand that there are some very sharp turns and narrow passages due to fallen trees, rocks, and other obstacles. Trees or branches lying in or over the water pose a special hazard of becoming trapped in the branches underwater and drowning.

I understand that the Sturgeon River is considered Class I and Class II which means moving water with some waves and that maneuvering skill is required, that the gradient on the Sturgeon River is 13.8 feet per mile, and that the Sturgeon River is recommended for the experienced paddler.

I understand that operating a watercraft under the influence of drugs or alcohol is against State of Michigan law.

I understand that the customer is fully responsible for the loss, damage or destruction of any watercraft, paddles, PFDs and all other equipment furnished him/her on this date by this canoe livery, and also is personally responsible for all such items furnished to those persons who are in his/her care and custody. The customer is fully responsible for any personal belongings that are taken in the canoe, kayak, raft, or tube. The customer will pay the cost of lost or damaged paddles = \$15.00, PFD = \$15.00, popped or deflated tube = \$5.00, or, for failure to complete the trip = \$30.00 per watercraft per half hour. I understand that the customer is responsible for having the equipment in by 7:00 p. m. or a \$10.00 late fee per watercraft per half hour will result.

I certify that my family or party, including minor children and myself are fully capable of participating in the experience. I state that I have read the above statement on some of the possible risks in this activity. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death, and loss of personal and rental property and any expenses as a result of my negligence or of my family's negligence, or the negligence of BBA or their employees. I also understand that BBA reserves the right to refuse any person it judges to be incapable of meeting the requirements of participating in the experience. My family and I are in good physical condition and able to undertake this activity.

ACKNOWLEDGMENT OF RIPARIAN AND PUBLIC RIGHTS

I acknowledge that public waterways such as the Sturgeon River and Burt Lake border on land that may be owned privately, and that such private land owners have certain riparian rights, including the right of freedom from trespassing by the public on such privately owned lands, docks, buildings, watercraft and other personal property adjacent to or upon public waterways.

I acknowledge that the Constitution of the State of Michigan provides the public the same rights to utilize public waterways as private land owners enjoy, including the right to navigate, fish, wade, swim, and any other reasonable use of the waterway. This right does not extend to trespass upon the private uplands (upon the shore) of abutting landowners, except in the case of emergency purposes to protect life and limb. In such cases of trespass for emergency purposes, trespassers are liable for any damage to the personal property and privately held land to the owners thereof. Likewise, participants in a river trip are liable for damage to any other personal property and privately held land to the owners thereof, including lands, docks, buildings, watercraft and other personal property adjacent to or upon public waterways.

I acknowledge that private land owners have the right to report trespassers to civil authorities, and that these authorities can issue citations to trespassers that may result in fines, court costs, and other legal consequences assessable to said trespassers.

I agree to respect the riparian rights of land owners, the public rights of others who utilize the public waterways, and that I will not engage in littering, inappropriate behaviors or language, or other illegal activities during my river trip.



**IMPORTANT!! Parent/legal guardian MUST INITIAL AT LEFT
for the child named on page two of this document to participate in the River Trip activity**

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SECTION B – ROPES COURSE: Big Bear Adventures (hereafter referred to as BBA) has done everything possible to assure that our guests experience a fun ropes course experience. However, we do wish to inform our guests that this activity is not risk free. The same elements that contribute to the unique character and fun of a ropes course can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma or death. We wish to neither heighten nor reduce your enthusiasm for the experience, but we do want you to be aware of possible risks.

ACKNOWLEDGMENT OF RISK

I realize that participation in the Sky Trail Ropes Course poses certain risks, including, but not limited to self-inflicted injury, injury caused by other participants, slipping on or striking structural members of the activity, falling, fear (freezing-up), and impaired judgment, balance or coordination due to the height of the elements of the course, can result in getting injured, and personal property being damaged.

I understand that all rules of participation are posted and explained to participants prior to engaging in the activity, including, but not limited to the requirement of closed, secured or athletic footwear (no slippers, flip-flops, sandals, or other open-toed footwear); no skirts, dresses or short-shorts, minimum height restriction of 48” tall without an adult (persons under this minimum must be accompanied by an adult, provided the safety harness fits the child securely as determined by BBA personnel); maximum weight restriction of 300 pounds (lower, if an individual is too large to fit in the safety harness securely as determined by BBA personnel); loose objects removed and pockets emptied; no food drink, candy, gum, or tobacco; no running, jumping, hanging, purposely falling, or horseplay; no tampering with the safety harness or rope sling; keeping the rope sling in front of and between the shoulders of the participant; and no touching of the overhead tracking system.

I understand that the ropes course is not recommended for any person with heart problems; those with back or joint injuries; those who have recently had surgery; those who are pregnant; and those who are under the influence of drugs or alcohol.

I certify that my family or party, including minor children and myself are fully capable of participating in the experience, and that all rules of participation will be followed. I state that I have read the above statement on some of the possible risks in this activity. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death, and loss of personal and other property and any expenses as a result of my negligence or of my family’s negligence, or the negligence of BBA or their employees. I also understand that BBA reserves the right to refuse any person it judges to be incapable of meeting the requirements of participating in the experience. My family and I are in good physical condition and able to undertake this activity.



**IMPORTANT!! Parent/legal guardian MUST INITIAL AT LEFT
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SECTION C - CONTRACT, WAIVER, AND RELEASE OF INDEMNIFICATION

I agree to indemnify and hold harmless BBA, their agents and employees from all claims, damages, losses, injuries, and expenses arising out of or resulting from participation in these activities. I further agree to release, acquit and covenant not to sue BBA, their agents and employees for all actions, causes of action, claims, or damages, damages in law or remedies in equity of whatever kind, including negligence, of BBA or my family, myself, or my heirs, against BBA arising out of participation in this program. In short, I cannot sue BBA and if I do I cannot collect any money.

I agree that the site of any lawsuit and the law governing any such lawsuit shall be Cheboygan County, Michigan and governed by State of Michigan law. The terms of this agreement shall continue and be in effect after the experience has ended.

As liquidated damages, I hereby agree that if BBA is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family’s behalf, my heirs or executors and I agree to pay BBA or their employees’ costs and attorney’s fees if they successfully defend such action, lawsuit or litigation.

I have adequate health, disability, and life insurance for my family and myself.

I authorize and release to BBA the use of my image in any photograph or video recording.

A copy of this release can be used as an original.

No one in my family, my party, or I have any medical condition that would prevent our participation in this activity.

I, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand, and acknowledge the risks and liability for myself and my family and agree to all provisions of this document on this _____ day of _____ 20____

Participant’s signature: _____ Printed name: _____ Birth Date: (/ /)

Parent / Guardian: _____ Printed name: _____