PARENT OR GUARDIAN ASSUMPTION OF RISK AGREEMENT AND RELEASE FOR CHILD 12 TO 17 YEARS OLD
READ CAREFULLY BEFORE SIGNING

I acknowledge that, directly or indirectly, I have requested that the minor child identified below be allowed to participate in a whitewater river rafting trip provided by Superior Whitewater, Inc (hereinafter referred to as "SWI", which includes its owners, officers, directors, agents, and employees). I represent that I am the natural or legal parent of the minor child or am the legally and properly authorized guardian empowered to agree to the following terms and conditions.

Whereas, for myself and on behalf of the minor child, I voluntarily engage the services of SWI to convey the minor child on a river rafting trip, portions of which trip will be through turbulent river rapids, (such a trip being hereinafter referred to as "whitewater rafting"), and

Whereas, I understand (1) that whitewater rafting is hazardous and has inherent and numerous risks including, but not limited to, death, personal injury or loss of, or damage to, personal property; (2) that SWI cannot guarantee the safety of the minor child while participating in SWI's whitewater rafting trip; (3) that any and all advice instruction or encouragement provided by SWI, its owners, officers, directors, employees and agents may prove to be poor or wrong leading to death, personal injury or loss of, or damage to, personal property; and (4) that SWI, its owners, officers, directors, employees and agents can and do make mistakes and commit errors of judgment.

Now, therefore, for myself and on behalf of the minor child, my heirs, assigns, personal representatives and next of kin, hereby voluntarily accept and assume, to the greatest extent permitted by law, all responsibility for and all risk of damage or injury, whether or not specifically identified herein, that may occur to the minor child while participating in SWI's whitewater rafting trip, or while using SWI's equipment or facilities, or while being transported by SWI. In consideration of the minor child being accepted as a participant in SWI's whitewater rafting trip, I, for myself and on behalf of the minor child, my heirs, assigns, personal representatives and next of kin, hereby voluntarily release and discharge SWI, its owners, officers, directors, agents, and employees from all claims, demands, rights or causes of action present or future, whether known or unknown, anticipated or unanticipated, whether due to acts of active or passive negligence, or due to anyone's willful and wanton and intentional conduct, and resulting from or arising out of, or incident to, the minor child's participation in SWI's whitewater rafting trip, or use (or intended use) of SWI's facilities and equipment, or while being transported by SWI. SWI shall not become liable or responsible in any way in connection with the whitewater rafting trip for any damage or injury to the minor child or for any loss of, or damage to the minor child's property, or for the cost of any medical or other expenses incurred for the benefit of the minor child.

Further, I verify (1) that no medical condition exists which could pose a threat to the minor child's health or life during participation in SWI's whitewater rafting trip; (2) that the minor child is not pregnant; (3) that I have notified an authorized SWI employee of the existence of any and all unique intellectual, emotional, physical or health conditions of the minor child; (4) that the minor child will not be under the influence of alcohol, marijuana or other hallucinogenic or illegal drugs, and will refrain from the use of such substances before or during participation in SWI's whitewater rafting trip; (5) that the minor child is 12 years of age or older.

For myself and on behalf of the minor child, I permit SWI the use of any and all photographs, sketches, slides, video recordings or films taken by SWI in connection with the minor child's whitewater rafting trip, for advertising, promotion, publicity, resale for profit or other commercial use.

IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED WHILE THE MINOR CHILD IS ENGAGED IN THIS EVENT, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST SWI, OR ITS OWNERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE.

For myself and on behalf of the minor child, should it become necessary for SWI, or someone on SWI's behalf, to incur attorney's fees and costs to enforce this agreement, or any portion thereof, I agree to pay SWI reasonable costs and attorney's fees thereby expended, or for which liability is incurred. Further, for myself and on behalf of the minor child, I agree that the exclusive venue of any suit against SWI, for any reason shall be the Sixth Judicial District Court in Carlton County, Minnesota; consent to the jurisdiction of that Court as to any action against me or the minor child to enforce this Agreement; agree that this Agreement is to be interpreted under the laws of the State of Minnesota which gives it the broadest interpretation and application; and agree that if any part of this Agreement is found to be invalid, that all other portions shall be fully enforced.

My signature below indicates that I have read this entire document, understand it completely, understand that it affects my legal rights, and voluntarily agree to be bound by its terms. This agreement shall be binding, as printed, and in its entirety, and may not be canceled, modified, or otherwise changed except by written agreement signed by SWI and myself.

- PLEASE PRINT CLEARLY -

MINOR'S NAME:

PARENT OR GUARDIAN NAME:

MINOR'S BIRTH DATE: ____/____/____ (MONTH / DAY / YEAR) **MINOR'S AGE:** _____

PARENT OR GUARDIAN SIGNATURE: _____ **TODAY'S DATE:** ____/____/____ (MONTH / DAY / YEAR)

IMPORTANT – THIS SIGNED AGREEMENT MUST BE PRESENTED TO SWI ON DAY OF TRIP.
NO MINOR WILL PARTICIPATE IN OUR TRIP WITHOUT THIS FORM. DO NOT MAIL TO US.