

**ASSUMPTION OF RISK AND INDEMNIFYING RELEASE AGREEMENT**  
**Riverview Ridge Campgrounds and Recreation LLC**

**WARNING: PLEASE READ CAREFULLY BEFORE SIGNING; BY SIGNING THIS RELEASE YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.** Consider that you are assuming both physical and legal risks which have potential financial implications for yourself and/or your family should you be injured or killed while participating in or watching any and all Riverview Ridge Activities.

The undersigned ("I" "Me" or "My"), hereby acknowledges, agrees, understands and assumes the risk and inherent danger associated with water-based activities, including, but not limited to, unguided tubing, kayaking, canoeing, as well as guided and unguided land-based activities including, but not limited to, day and overnight camping and related activities, swimming, mountain biking, ATVing, back-country hiking, rock climbing, sightseeing and fishing in the wilderness on marked or unmarked, rugged terrain (collectively, the "Riverview Ridge Activities") organized or not by Riverview Ridge Campgrounds and Recreation LLC and agree that in consideration of being permitted to participate in the Riverview Ridge Activities, with or without payment to do so, I do hereby release absolutely, forever discharge, and covenant not to sue Riverview Ridge Campgrounds and Recreation, LLC, its successors, assigns, employees, representatives, owners, attorneys, officers, directors, associates and agents, John E. Rogers, Annette S. Rogers, individually and The Rogers Family members and Rogers Family Trust, (all of whom are hereinafter collectively referred to as the "Releasees") of and from any and all claims, demands, judgments, causes of action, and liabilities, including, but not limited to, consequential damages, whatsoever of every name, theory and nature, known and unknown for bodily injury, personal injury, property damage or death or other damage that I sustain from whatever cause during, arising out of, or as a result of such participation in the Riverview Ridge Activities or any activity related therewith provided hereunder to Me by the Releasees now or in the future notwithstanding that such injuries or losses may have been caused by the negligence of the Releasees. And, I do hereby acknowledge and agree that:

(i) The Riverview Ridge Activities can be very dangerous, exposing participants, including Myself, to many inherent risks and hazards, including, but not limited to, loss or damage to personal property, immersion in cold water, hypothermia, drowning, inclement weather, slipping and falling, falling objects, hazards of travel in the river, in forests, steep terrain, encounters with wild and or domesticated animals, travel by tube or boat, foot, bicycle and other conveyance, forces of nature, malfunctioning equipment, absence of equipment, inexperience of other participants and other persons and injury or illness in remote areas without means of rapid evacuation or adequate medical care, supplies or facilities (collectively, "Risks and Hazards");

(ii) As a result of the aforesaid Risks and Hazards, I may suffer serious personal injury, bodily injury, even death, as well as property loss;

(iii) Some of the Risks and Hazards are foreseeable, but some are not;

(iv) I nevertheless freely and voluntarily assume all the Risks and Hazards and that accordingly My preparation for and participation in the Riverview Ridge Activities shall be entirely at My own risk and that I am personally responsible for My preparation prior to participating in the Riverview Ridge Activities. Such preparation includes, but is not limited to, My health and physical fitness, securement of adequate prerequisite knowledge of water, trail, sub-terrain and forest hazards and skills to meet the Riverview Ridge Activities requirements and the adequacy and condition of the equipment that I will use for the Riverview Ridge Activities as well as any other equipment that will be used and or rented in association with the Riverview Ridge Activities I will participate in; (v) While I recognize that the Releasees will make every reasonable effort to minimize exposure to known risks, that I have personal responsibility to learn and follow the safety rules, instructions and procedures established by the Releasees including, but not limited to, the Riverview Ridge employees and other third parties that may be leading your Riverview Ridge Activities and to make the Releasees aware at any point in which I question My knowledge of these procedures or My ability to participate in such Riverview Ridge Activities;

(vi) I will refrain from the consumption of alcohol or mind altering drugs while participating in the Riverview Activities;

(vii) I have carefully read this ASSUMPTION OF RISK AND INDEMNIFYING RELEASE AGREEMENT (the "Release"), that I fully understand same, and that I am freely and voluntarily executing same;

(viii) I understand clearly by signing this Release, I will be forever prevented from suing or otherwise claiming against the Releasees from any loss or damage connection with any property loss, bodily injury, personal injury or death or anyother losses or damages of any kind that I may sustain while participating in or preparing for the Riverview Ridge Activities;

(ix) I understand and agree any legal proceedings I pursue must take place within the jurisdiction of Jones County, Cascade, Iowa;  
(x) I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this Release;  
(xi) I understand clearly that the Releasees would not permit Me to participate in the Riverview Ridge Activities unless I sign this Release, and I consent to do so without duress, that this Release applies to My participation in all Riverview Ridge Activities in the near or distant future and that this Release need not be brought to My attention each time I participate in the Riverview Ridge Activities in order to be effective;  
(xii) I understand this Release is binding on Myself, My heirs, My executors, administrators, personal representative and assigns and all minors accompanying Me.  
I further agree to indemnify and hold harmless the Releasees whether injury is caused by my own negligence, the negligence of the RELEASEES or the negligence of any third party of and from any and all claims, demands, judgments, causes of action, and liabilities whatsoever of every name, theory and nature, known and unknown for bodily injury or death or other damage that I sustain or that I may cause any person to sustain from whatever cause during, arising out of, or as a result of My participation in the Riverview Ridge Activities or any activity related therewith provided hereunder to Me by the Releasees now or in the future. Included in waiver: All personnel associated or not associated with Riverview Ridge Campgrounds that either work or subcontract with or for Riverview Ridge Campgrounds L.L.C. and John and Annette Rogers and family.  
I hereby consent to the photographing of Myself and the recording of My voice and the use of these photographs and/or recordings ("Photographs") singularly or in conjunction with other Photographs for advertising, publicity, commercial or other business purposes by Riverview Ridge. I understand that the term "Photograph" as used herein encompasses both still photographs and motion picture footage. I hereby release the Releasees from all claims of every kind on account of use of such Photographs.  
I agree that Riverview Ridge is not responsible for lost or stolen items. I am responsible for rental items from Riverview Ridge and will be charged for lost or damaged items on a card that reserved the tubes.  
The terms of and conditions this Release also serves as a release and an assumption of risks by My heirs, administrators, and executors, and by all members of My family and friends, including any minors accompanying Me.

**IN WITNESS WHEREOF, I do hereby set My hand and seal on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

Signature: _____	Print Name: _____
Signature: _____	Print Name: _____
Signature: _____	Print Name: _____
Signature: _____	Print Name: _____
Signature: _____	Print Name: _____
Signature: _____	Print Name: _____
Signature: _____	Print Name: _____

I/We \_\_\_\_\_ (name(s) of parent/legal guardian) authorize  
\_\_\_\_\_ (name of child) to be accompanied by  
\_\_\_\_\_ (name of authorized adult companion).  
Every minor under the age of 18 must have this Release signed by a parent or guardian.

Name of Minor: _____	
Parent or Guardian Signature: _____	Print Name: _____
Name of Minor: _____	
Parent or Guardian Signature: _____	Print Name: _____
Name of Minor: _____	
Parent or Guardian Signature: _____	Print Name: _____
Name of Minor: _____	
Parent or Guardian Signature: _____	Print Name: _____