

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!

Mohican Reservation Inc. & Loudonville Canoe Rentals, Inc. has done everything possible to assure that our guests experience a rewarding experience. We wish to inform our guests and their family and friends that *Canoeing, Kayaking, Rafting, and Tubing are not risk free. The same elements that contribute to the unique character and fun of Canoeing such as the physical exertion, personal decisions, natural hazards or even Mother Nature can cause loss or damage , to equipment, injury, illness, or in extreme cases, permanent trauma or death. This may be possible during transportation as well as the canoeing trip. These hazards include tree limbs, insects, vermin, noxious plants such as poison ivy, accident situations, hot surfaces, broken glass, and log jams.* We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of the some of the possible risks. We ask that you read this, sign it, and return it to our office.

CONTRACT, WAIVER, RELEASE, AND INDEMNIFICATION

I agree to indemnify and hold harmless *Loudonville Canoe Rentals, Inc.* 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 *Mohican Reservation Inc. & Loudonville Canoe Rentals, Inc.* , their agents and employees for all actions causes of action claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of *Mohican Reservation Inc. & Loudonville Canoe Rentals, Inc.* or my family, myself, or my heirs, against *Mohican Reservation Inc. & Loudonville Canoe Rentals, Inc.* arising out of participation in this program. In short, I cannot sue *Mohican Reservation Inc. & Loudonville Canoe Rentals, Inc.* and if I do I cannot collect any money. I certify that my family, including minor children and myself, are fully capable of participating in *Canoeing*. I state that I have read the above statement regarding some of the possible risks in this activity. Therefore, I **assume full responsibility** for myself, my family, including minor children, guest, or visitors for bodily injury, death, loss of personal property and any expenses as a result of my **negligence, negligence** of my family, or the **negligence** of *Mohican Reservation Inc. & Loudonville Canoe Rentals, Inc.* I also understand that *Mohican Reservation Inc. & Loudonville Canoe Rentals, Inc.* reserves the right to refuse any person it judges to be incapable of meeting participation requirements of *Canoeing*. My family and I are in **good physical condition** and able to undertake this activity.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be **OHIO** and governed by **OHIO** law. The terms of this agreement shall continue and be in effect after the trip has ended.

As liquidated damages, I hereby agree that if *Mohican Reservation Inc. & Loudonville Canoe Rentals, Inc.* is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay *Mohican Reservation Inc. & Loudonville Canoe Rentals, Inc.* costs, attorney fees and the sum of \$20,000.00 if they successfully defend such action, lawsuit or litigation. Should any paragraph or part of this agreement be declared enforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect.

I, _____, of my own free will, for my family, my minor children, my heirs, executors, guests and myself, have read, understand and acknowledge the risks and liability for myself, and my family this ____ day of _____, 2009.