



# Toledo River Gang

## Assumption of Risk and Responsibility Release of Liability

I (print) \_\_\_\_\_, in consideration for membership in the Toledo River Gang (the "TRG") and to become a participant in TRG activities declare as follows:

1. I ACKNOWLEDGE, agree and represent that I understand boating and other activities in which I will engage with TRG are INHERENTLY DANGEROUS AND WILL EXPOSE ME TO VARIOUS HAZARDS, BOTH NATURAL AND MAN MADE, WHICH COULD RESULT IN SIGNIFICANT RISK OF INJURY (INCLUDING PERMANENT DISABILITY AND DEATH) AS WELL AS SEVERE SOCIAL AND ECONOMIC LOSSES. The hazards and dangers to which I will be exposed involve ever changing and unpredictable water and other natural conditions, defective or improper equipment, the actions and inactions of my fellow participants who may be negligent, and other unknown or unforeseeable risks and dangers.
2. I know and appreciate the dangers described above. I CHOOSE TO PROCEED WITH TRG ACTIVITIES AND EXPRESSLY ASSUME AND ACCEPT FULL RESPONSIBILITY FOR THE CONSEQUENCES OF MY EXPOSURE TO ALL RISKS, HAZARDS AND DANGERS WHICH I MAY ENCOUNTER AS A PARTICIPANT IN ANY TRG ACTIVITY. I also assume and accept full responsibility for determining the adequacy of my skill, equipment and physical condition to engage in any TRG activity.
3. I know and understand that I may assist my fellow participants to the best of my own ability if they appear to need such assistance, but only for so long as I can do so, in my judgment without unreasonably endangering myself. I further understand that I have no legal obligation to assist, and that neither my fellow participants nor any other member or guest of TRG has any legal obligation to render assistance to me.

NOW THEREFORE, I RELEASE AND AGREE TO HOLD HARMLESS AND NOT TO BRING ANY LEGAL ACTION AGAINST THE TRG, ITS DIRECTORS, OFFICERS, TRIP LEADERS, COORDINATORS, INSTRUCTORS, MEMBERS OR GUESTS, EITHER PERSONALLY OR AS REPRESENTATIVES OF TRG, for any and all claims rising out of, relating to, demands, damages, injuries to person or property, actions or causes of action for any acts of active or passive negligence (except willful or wanton negligence or misconduct), arising out of or connected with my participation in any TRG activity. This release is given to enable my fellow participants, TRG members, and guests and me to feel free to participate in TRG activities and to donate our services to help each other without fear of liability. This release is given in consideration for similar releases granted or to be granted to my benefit by other TRG members and participants in TRG activities This release has no expiration date and shall be deemed reaffirmed each time I participate in any TRG activity.

**I HAVE READ AND UNDERSTAND THE ABOVE ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY. I SIGN IT VOLUNTARILY AND KNOWINGLY THEREBY GIVE UP SUBSTANTIAL RIGHTS.**

Print Name \_\_\_\_\_ Signature \_\_\_\_\_

**(If the above person is under 18 years old, the following statement must be signed by a parent or legal guardian.)**

I (print) \_\_\_\_\_ (signature) \_\_\_\_\_, have read and understood the above waiver and release of liability, and agree to be bound by its provisions. As parent/legal guardian of the above-named minor (s), I hereby grant permission for him/her/them to participate in TRG events and activities.

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_