

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, & IDEMNITY AGREEMENT

RIVER CITY VENTURES, LLC

RIVER CITY VENTURES, LLC RULES:

1. You must keep your beverage on the boat. You cannot carry it off when stopped.
 2. You must stay on the boat when it is moving.
 3. Writing must be legible.
 4. Parents of minor children take responsibility of the child while on tour, and consent to this liability waiver for my minor child(ren).
 5. The boat operator will determine if there is inappropriate and unacceptable behavior and the passenger will be required to disembark immediately or the driver may determine to end the tour for all passengers in the party if necessary.
 6. River City Ventures is not responsible for damaged or lost property.
 7. Unacceptable behavior – extreme intoxication, providing alcohol to non-passengers, providing alcohol to anyone under 21, littering, excessive noise but not limited to these.
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IN CONSIDERATION for permitting Participant to participate in any River City Ventures' activities, including boat rides, the undersigned, for themselves, respective heirs, personal representatives and assigns, agree as follows:

Touring on the River City Ventures boat is potentially dangerous. It is extremely important that all rules be followed. I am signing this in order to assume the risk as my own and to defend, indemnify, and hold River City Ventures harmless for any actions brought against them before, during, and after the tour. All Indiana laws must be followed by riders at all times including public consumption and public intoxication during the tour. If a Participant is in violation of law or ordinance, they are doing so at their own risk and River City Ventures assumes no liability for any civil or criminal violation or damages that may be assessed against any party as a result.

RELEASE OF LIABILITY: I RELEASE, DISCHARGE, CONVENANT NOT TO SUE, AND WAIVE ANY AND ALL CLAIMS OR ACTIONS THAT I MAY EVER HAVE THAT MAY ARISE OR BE BROUGHT AGAINST RIVER CITY VENTURES, ITS AFFILIATES, SUBSIDIARIES, SUCCESSORS OR ASSIGNS AS WELL AS OWNERS AND EMPLOYEES AND THEIR AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS AS A RESULT OF ANYTHING WHICH OCCURS BEFORE, DURING, OR AFTER THE TOUR, INCLUDING BUT NOT LIMITED TO INJURY, LOSS, THEFT OR DAMAGE TO ANY PERSON OR PROPERTY. NOR OR AT ANY TIME IN THE FUTURE WHETHER OR NOT CAUSED BY RIVER CITY VENTURES OR THE OTHER INDEMNITORS, I AGREE TO DEFEND, INDEMNIFY AND HOLD RIVER CITY VENTURES AS WELL AS ITS OWNERS, DIRECTORS AND EMPLOYEES AND THEIR AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGN HARMLESS AGAINST ANY AND ALL CLAIMS BROUGHT BY ME OR OTHERS IN MY PARTY ARISING OUT OF OR RELATING TO ANYTHING WHICH OCCURS BEFORE, DURING, OR AFTER THE TOUR.

