

PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of Hyytinen Hollow, their agents, volunteers, participants, owners and all other persons or entities acting in any capacity on their behalf (herein collectively referred to as "Hyytinen Hollow") I hereby agree to release and discharge Hyytinen Hollow on behalf of myself, my children, my parents, heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that my participation and my child's participation in outdoor-based adventure activities based on Hyytinen Hollow Properties such as tenting, hiking, river rafting, canoeing, kayaking and TUBING, entails known and unanticipated risks which could result in physical, emotional or psychological injury, paralysis, death or damage to myself, to property, or to third parties. I understand such risks are inherent in these activities and cannot be eliminated. The people guiding these activities are infallible. They might misjudge your abilities; they may give inadequate warnings or instructions to you. I acknowledge that we will be tubing difficult white water.
2. I expressly agree and promise to accept and assume all risks existing in these activities. My participation in these activities is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Hyytinen Hollow from any and all claims, demands or causes for such action, which are in any way connected to my participation in these activities.
4. Should Hyytinen Hollow or anyone acting in their behalf, be required to incur attorney's fee and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have no medical or physical conditions which could interfere with my safety in these activities or else I am willing to assume and to bear the costs of all risks and injury in my participation of these outdoor activities.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN THESE ACTIVITIES, I MAY BE FOUND IN A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST HYYTINEN HOLLOW ON THE BASIS OF ANY CLAIM FORM WHICH I HAVE RELEASED HEREIN.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Date: _____

No. in party _____

Signature _____

Print Name: _____

Address:

Street _____ Phone _____

City _____ State _____ Zip _____