

RELEASE OF LIABILITY
READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in tubing, tanking, and kayaking organized by Sandhill River Trips (SRT), I, _____, agree for myself, and if applicable other family members identified below, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by SRT or the employees, representatives or agents of SRT.
2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury or death to myself and, if applicable, other family members identified on this release of liability, and further release and discharge SRT and any landowners for injury, death, loss or damage arising out of my or my family's use of or presence upon the facilities of SRT and landowners, whether caused by the fault of myself, my family, SRT, landowners, or other third parties.
3. I agree to indemnify and defend SRT and landowners against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of SRT and landowners.
4. I agree to pay for all damages to the facilities of SRT and landowners caused by my or my family's negligent, reckless, or willful actions.
5. Any legal or equitable claim that may arise from participation in the above shall be resolved under Nebraska law.
6. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that SRT has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.
7. This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
8. In case of an emergency, please call _____ (Relationship: _____) at _____ (Day), or _____ (Evening).

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Signature: _____ Date: _____

Print Name: _____

Other Family Members Covered Under This Release Of Liability: _____