

Members of your group who are participating in a river trip, on the Sturgeon River, must submit a signed Agreement to Participate / Release of Indemnification form. Participants under the age of 18 must have their form read, understood, and signed by a parent or legal guardian. Please copy this form and distribute to your group:

IMPORTANT: THIS IS A LEGAL DOCUMENT

Big Bear Adventures (hereafter referred to as BBA) has done everything possible to assure that our guests experience a fun canoeing, kayaking, rafting, or tubing experience. However, we do wish to inform our guests that a river trip is not risk free. The same elements that contribute to the unique character and fun of a river trip can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma or death. We wish to neither heighten nor reduce your enthusiasm for the experience, but we do want you to be aware of possible inherent risks, your rights and responsibilities. All persons using any watercraft from this livery are advised that, pursuant to Public Act 183 of 2006, an owner of a non-motorized livery boat is not liable for an injury to, or the death of, a user of the non-motorized livery boat resulting from a *risk inherent in the use or operation of a non-motorized boat*.

ACKNOWLEDGMENT OF RISK

I realize that changing water currents, submerged and semi-submerged objects, varying wind and weather conditions, the presence of other watercraft, the speed at which I travel, the stability characteristics of a watercraft, and certain foreseen and unforeseen events or hazards can contribute to the unpredictability of the activity; that certain risks associated with this activity, including, but not limited to collision, upset, overturn, and sinking can result in getting wet, injured, exposed to the elements, drowned, and personal property damaged or lost; that for swimmers and non-swimmers, wearing a U. S. Coast Guard approved **Personal Flotation Device** (PFD) is a basic safety precaution which I agree to wear at all times; that I may suffer accidents or illness in remote places where there are no available medical facilities, and that I should ask about potential hazards and recommended precautions and procedures; that participation in the activity can result in personal dismemberment or death.

I understand that the Sturgeon River is considered Class I and Class II, which means moving water with some waves and that maneuvering skills are required; that the gradient (drop) on the Sturgeon River is 13.8 feet per mile (the fastest in Michigan’s Lower Peninsula); that in some places there are deep holes (over my head), whirlpools, and a strong undercurrent; that there are some very sharp turns and narrow passages due to fallen trees, rocks, and other obstacles; and that trees or branches lying in or over the water pose a special hazard of becoming trapped in the branches underwater and drowning.

I understand that this is a self-guided trip with no lifeguards or supervision on the river; that the Sturgeon River is recommended for the experienced paddler; that operating a watercraft under the influence of drugs or alcohol is against State of Michigan law; and that BBA reserves the right to refuse service to any person or party it judges to be incapable of meeting the requirements of participating in the experience.

I certify that I have read and understand the above statements of possible risks associated with this activity; that my family or party, including minor children and myself have no medical condition(s) that would prevent participation in this activity and are in good physical condition and fully capable of participating in the experience; and therefore, I assume full responsibility for myself, members of my party, my family, including minor children, for bodily injury, death, and loss of personal and rental property and any expenses as a result of my negligence or of my family’s negligence, or the negligence of BBA or their employees.

ACKNOWLEDGMENT OF RIPARIAN AND PUBLIC RIGHTS

I acknowledge that public waterways such as the Sturgeon River border on land that may be owned privately, and that such private land owners have certain riparian rights, including the right of freedom from trespassing by the public on such privately owned lands, docks, buildings, watercraft and other personal property adjacent to or upon public waterways; that private land owners have the right to report trespassers to civil authorities, and that these authorities can issue citations to trespassers that may result in fines, court costs, and other legal consequences assessable to said trespassers.

I acknowledge that the Constitution of the State of Michigan provides the public the same rights to utilize public waterways as private land owners enjoy, including the right to navigate, fish, wade, swim, and any other reasonable use of the waterway. This right does not extend to trespass upon the private uplands (upon the shore) of abutting landowners, except in the case of emergency purposes to protect life and limb. In such cases of trespass for emergency purposes, trespassers are liable for any damage to the personal property and privately held land to the owners thereof. Likewise, participants in a river trip are liable for damage to any other personal property and privately held land to the owners thereof, including lands, docks, buildings, watercraft and other personal property adjacent to or upon public waterways.

I agree to respect the riparian rights of land owners, the public rights of others who utilize the public waterways, and that I will not engage in littering, inappropriate behaviors or language, or other illegal activities during my river trip.

CONTRACT, WAIVER, AND RELEASE OF INDEMNIFICATION

I agree to indemnify and hold harmless BBA, their agents and employees from all claims, damages, losses, injuries, and expenses arising out of or resulting from participation in these activities; to release, acquit and covenant not to sue BBA, their agents and employees for all actions, causes of action, claims, or damages, damages in law or remedies in equity of whatever kind, including negligence, of BBA or my family, myself, or my heirs, against BBA arising out of participation in this program - in short, I cannot sue BBA and if I do I cannot collect any money; that the site of any lawsuit and the law governing any such lawsuit shall be Cheboygan County, Michigan and governed by State of Michigan law; and that the terms of this agreement shall continue and be in effect after the experience has ended; and that as liquidated damages, if BBA is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family’s behalf, my heirs or executors and I agree to pay BBA or their employees’ costs and attorney’s fees if they successfully defend such action, lawsuit or litigation.

I understand that the customer is fully responsible for the loss, damage or destruction of any watercraft, paddles, PFD and all other equipment furnished him/her on this date by this watercraft livery, and also is personally responsible for all such items furnished to those persons who are in his/her care and custody. The customer is fully responsible for any personal belongings that are taken in the canoe, kayak, raft, tube, or other watercraft. The customer will pay the cost of lost or damaged canoe paddles (\$20), kayak paddles (\$30), PFD (\$20), popped or deflated tube (\$10), or, for failure to complete the trip (\$45) per watercraft per half hour. I understand that the customer is responsible for having the equipment in by 7 pm or a \$10 late fee per watercraft per half hour will result (starting at 7:01 pm.)

I have adequate health, disability, and life insurance for my family and myself. **I authorize and release** to BBA the use of my image in any photograph or video recording. **A copy** of this release can be used as an original.

I, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand, and acknowledge the risks and liability for myself and my family on this _____ day of _____ 20__

Participant’s signature: _____ Printed name: _____ Birth Date: (/ /)

Parent / Guardian: _____ Printed name: _____