

**Waiver and Release of Liability (Read Carefully)**  
**Sandy Shores Tubing LLC**

**In consideration of Sandy Shores Tubing providing rental equipment and a shuttle service to participate in the activity of river tubing and its related events, I the undersigned, acknowledge, appreciate, and agree that:**

- I am physically and mentally able to swim and will wear a life preserver while taking part in any river activities.
- Sandy Shores Tubing is a rental company which rents inner tubes, life preservers, and transportation. We do not own, control, alter or maintain the Wisconsin River, the private property along the river, nor properties located at the drop off or take out points.
- I understand that the use of rental equipment from Sandy Shores Tubing, the transportation provided, and the activity of river tubing and its related events is inherently hazardous. Such hazards include but are not limited to: wet or uneven surfaces, slips, trips and falls, collisions with or entrapment in trees above and below the water, equipment failure, vehicle accidents, encounters with wildlife, and weather conditions.
- The risk of injury from these hazards, both known and unknown, as well as from the use of equipment, transportation, and the use of the river and its surrounding areas is significant. Including but not limited to: bug bites, fractures, cuts, lacerations, bruises, sprains and strains, dislocations, head injuries, drowning, partial and/or paralysis, death or other ailments that could cause serious disability.
- I have familiarized myself with the conditions of the river, including its sides and the surrounding areas, and the weather conditions/forecast for the duration of my use of the rental equipment and my involvement in the activity.
- I knowingly and freely assume all risks, both known and unknown, related to the use of the equipment, the transportation, or the activity of river tubing and its related events; even if arising from the negligence of the staff or others, and assume full responsibility for myself while using the equipment, the transportation, or while participating in the activity of river tubing and its related events.
- I willingly agree to comply with all written and verbal terms, conditions, warnings, restrictions, and directions given by Sandy Shores Tubing for the use of the equipment, the transportation, and the activity of river tubing and its related events.
- If I incur any injuries while using these services, I will immediately notify Sandy Shores Tubing employees and fill out and sign an accident form, and seek any necessary medical attention at my own expense.
- I, on behalf of myself, my personal representatives, and my heirs, hereby agree to release, waive, discharge, hold harmless, and promise not to sue Sandy Shores Tubing owners, employees, other participants, property owners or lessors, and any other individual that is connected in any manner with the rental of the equipment, the transportation, or the activity and its related events, from any and all claims, demands, losses, and liability arising out of or related to any injury, disability, or death I may suffer, or loss or damage to person or property, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law.
- I agree that should I or my successors or assigns assert a claim as a result of my use of the equipment, transportation, or participation in the activity of river tubing and its related events, the claiming party shall be liable for the expenses, including legal fees, incurred by the releasees.
- Every term and provision of this contract is intended to be severable in whole or in part. If any are found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

**Consent and release of Parent or Guardian for minors under 16 years old see below:**

I am the parent or guardian of the minor listed. I certify they properly fit equipment, they are able to properly use it, and are capable of participating in the activity of river tubing and its related events. I certify that I, with legal responsibility for this participant, do consent to their use of the equipment and participation in this activity. I agree that the terms of the contract above shall likewise bind me, my child, my heirs, legal representatives, and assigns. I hereby release and shall defend, and hold harmless Sandy Shores Tubing owners, employees, other participants, property owners or lessors, or any other individual in any manner with the rental of the equipment, the transportation, or river activities and its related events from any claim and liability arising out of my minor's use of this rental service. I further promise not to sue the entities referenced above on my behalf or on behalf of my minor listed above.

**I have read this document and understand its meaning and intent. I understand that I am giving up substantial rights for myself and/or minor by signing it, and sign it voluntarily for the privilege of using the rental equipment, the transportation, and to participate in the activity of river tubing and its related events.**

Organization name/address (if affiliated) \_\_\_\_\_

Participants Name (Print/Sign) \_\_\_\_\_ Phone(    ) - Date / /

Parent/Guardian (Print/Sign) \_\_\_\_\_ (If under 16 you must have this signed by your parent/guardian)

Participants Name (Print/Sign) \_\_\_\_\_ Phone(    ) - Date / /

Parent/Guardian (Print/Sign) \_\_\_\_\_ (If under 16 you must have this signed by your parent/guardian)

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Participants Name (Print/Sign) \_\_\_\_\_ Phone(    ) - Date / /

Parent/Guardian (Print/Sign) \_\_\_\_\_ (If under 16 you must have this signed by your parent/guardian)

**Thanks for tubing with us at Sandy Shores Tubing. Please email us any pictures of your tubing adventure.**