

**LAZY HARRY'S BAR AND GRILL 15th ANNUAL COLORADO RIVERFLOAT
ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT**

NAME OF PARTICIPANT: _____ AGE: _____

PHONE () _____

ADDRESS: _____

E-MAIL _____

1. The person who is participating in the Lazy Harry's 15th Annual Colorado River Float shall be referred to hereinafter as "PARTICIPANT". "THE UNDERSIGNED" means only the PARTICIPANT when the PARTICIPANT is age 18 or older OR it means both the PARTICIPANT and the PARTICIPANT's parent or legal guardian when the PARTICIPANT is under the age of 18. Alcohol consumption is prohibited under state law by those under the age of twenty-one years.


2. By signing this document, THE UNDERSIGNED acknowledge that participation in Lazy Harry's 15th Annual Colorado River Float (referred to herein as "Activity") has risks including, **but not limited to:** transportation during the Activity, excessive voluntary alcohol consumption, allergies to the environment and/or equipment, intoxicated persons, head and body injuries, rapids, cold water, the possibility of the inner tube, raft or watercraft deflating, capsizing or separating, one or more passengers otherwise being washed or knocked from the tube/raft/watercraft into the river, the inability to swim, possibility of impact with equipment, propellers or other watercraft, rocks, other people, or man-made obstacles, and off-river risks including rough trails, poisonous plants and animals, exposure to sun, heat, weather including, cold, and rain and the possibility of mental distress from exposure to any one or more of the above listed risks and others. Weather, elements, and terrain are difficult to judge, equipment might malfunction, and excessive alcohol consumption can lead to impairment and confusion. THE UNDERSIGNED ARE AWARE THAT PARTICIPANT WILL BE PARTICIPATING IN A HAZARDOUS ACTIVITY, AND PARTICIPANT IS VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. THE UNDERSIGNED HEREBY AGREE TO ACCEPT AND EXPRESSLY ASSUME ANY AND ALL RISKS OF INJURY, LOSS OF ANY KIND, OR DEATH.

3. In consideration of PARTICIPANT being permitted to participate in the Activity, THE UNDERSIGNED hereby agree to **ASSUME ALL RISKS** associated with the PARTICIPANT's participation in the Activity. Additionally, the UNDERSIGNED agree to **HOLD HARMLESS, RELEASE, DEFEND and INDEMNIFY** Delarizza, Inc., dba Lazy Harry's Bar & Grill and its respective officers, members, employees, representatives, attorneys, directors, and the City of Bullhead City, Arizona, Town of Laughlin, Nevada, states of Nevada, California, Arizona and the United States of America (each hereinafter a "Released Party"), **FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the PARTICIPANT's participation in the Activity, including transportation, and **including those claims based on any Released Party's alleged or actual NEGLIGENCE or BREACH of any expressed or implied WARRANTY or DUTY.**

4. **THE UNDERSIGNED AGREE NOT TO SUE** any Released Party and agree they are releasing any right to make a claim or file a lawsuit against any Released Party. THE UNDERSIGNED further **AGREE TO DEFEND AND INDEMNIFY** each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a THIRD PARTY arising in whole or in part from the PARTICIPANT's participation in the ACTIVITY. THE UNDERSIGNED agree to pay all costs and attorneys' fees incurred by any RELEASED PARTY in defending a claim or suit brought by or on behalf of THE UNDERSIGNED. THE UNDERSIGNED further release all officials, professional personnel and every Released Party from any claim whatsoever on account of first aid treatment or service rendered to PARTICIPANT during participation in the Activity. Additionally, THE UNDERSIGNED agree to pay and indemnify any Released Party for all costs associated with such medical care and/or transportation to a medical facility or hospital. **PARTICIPANT is informed and hereby acknowledges there is no insurance coverage provided to Delarizza, Inc., dba Lazy Harry's Bar & Grill or to the PARTICIPANTS in the event of injury or death for participating in the ACTIVITY.**

5. THE UNDERSIGNED further agree to assume the risk of any medical or physical condition PARTICIPANT may have and those conditions have been disclosed below: (Leaving line blank indicates "none.")

6. Delarizza, Inc., dba Lazy Harry's Bar & Grill, or anyone authorized by it, has permission to use my photograph taken during the Activity in promotional materials.

 Initial: _____

7. I agree to follow and abide by all instruction given by any of the Released Parties' personnel.

8. In the case of a minor PARTICIPANT, the undersigned parent or legal guardian acknowledges that he/she is not only signing this release on his/her behalf, but that he/she is also signing this release on behalf of the minor and that the minor shall be bound by all the terms of this release. Additionally, by signing this release as the parent or legal guardian of a minor PARTICIPANT, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agree that but for the foregoing, the minor PARTICIPANT would not be permitted to participate in the Activity. Furthermore, no minor shall be a PARTICIPANT under the age of 16 years.

10. By signing this agreement without a parent or guardian's signature, the PARTICIPANT represents that they are at least 18 years of age, or, if signing as the parent or guardian of a minor PARTICIPANT, you represent that you are the legal parent or guardian of the minor PARTICIPANT.

11. THE UNDERSIGNED agree that any dispute involving these matters and/or participation in the Activity shall be governed by the laws of the State of Arizona with venue in Mohave County, Arizona.

12. This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED. This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital. The UNDERSIGNED agrees an attorney of their choice has reviewed the agreement on their behalf or the UNDERSIGNED agrees they have waived the right to review by an attorney of their choice prior to execution of this release.

I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT, KNOW AND UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.

Signature of PARTICIPANT

Date

Printed Name of Participant

Printed Name of Parent/Legal Guardian #1

Signature of Parent/Legal Guardian #1 Date

Printed Name of Parent/Legal Guardian #2

Signature of Parent/Legal Guardian #2 Date



Initial: _____