

**TANK DOWN THE ELKHORN, LLC GENERAL RELEASE
(READ BEFORE SIGNING)**

I am aware that the activities and/or supplies offered by Tank Down the Elkhorn, LLC (“Tank Down”), including but not limited to tanks, safety equipment, floating and rafting, (the “Activities”) involve water and are hazardous activities and I am granting my permission for _____ (“Participant”) to participate in the Activities with knowledge of the danger involved and hereby agree to accept any and all risks of property damage, personal injury, or death.

In consideration of Participant’s participation in the Activities, I, both individually and on behalf of Participant, hereby release and voluntarily waive any and all claims, both present and future, that we have or may have against Tank Down and/or any of its owners, officers, members, affiliated organizations, agents, instructors, guides, and/or employees (“Releasees”) as a result of Participant’s participation in the Activities or any activity relating to the Activities, including those claims caused by the negligence of the Releasees. I, both individually and on behalf of Participant, further agree not to sue, claim against, attach the property of, or prosecute the Releasees for any injury, loss or death caused by or resulting from Participant’s participation in the Activities or any activity relating to the Activities, whether or not such injury, loss, or death was caused by or resulted from the negligence of the Releasees or any other cause. I, both individually and on behalf of Participant, also expressly agree to indemnify and hold harmless the Releasees and their heirs, successors, assigns, executors, and administrators against loss from any future claims, liability, demands, costs, and expenses that may subsequently be brought by me or any other person or entity on account of damage or injury of any type to Participant arising out of participation in the Activities or any activity relating to the Activities.

I understand that the Activities involve certain risks, including but not limited to travel to and from the site of the Activities, the possible reckless conduct of other participants, and the possibility of drowning. These risks also include, but are not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage and serious injury. I further understand that the Activities may be conducted at sites that are remote from available medical assistance and nonetheless agree to allow Participant to proceed with such activities in spite of the possible absence of medical assistance. I also understand that any equipment provided for Participant’s protection may be inadequate in preventing serious injury.

This General Release shall be legally binding on me, Participant, my estate, Participant’s estate, heirs, assigns, legal guardians, and personal representatives.

I HAVE CAREFULLY READ THE ABOVE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I MAY HAVE, AND I ENTER INTO THIS CONTRACT OF MY OWN FREE WILL.

_____, Individually
and on behalf of Participant

Printed Name

Date