

**Disclaimer – I myself or in consideration for \_\_\_\_\_ (Printed name of minor), agrees as follows:**

1. I understand and agree that my participation in any events involving tubing, the use of any equipment owned by Tubers Edge, any events that may be in relation to the tubing service, entering or exiting the river or ANY other actions involved with entering, floating or exiting the Iowa river as well as the bus transport before or after my float are completely at my own risk. By signing this document I am releasing Tubers Edge, the business owners and any of its employees from ALL liabilities.
2. By signing this document I state that I am in good health and do not have any disabilities that would prevent me from safely participating in any events held by Tubers Edge. I will incur all costs related to any injuries that may arise from participating in any events either personally or through my current insurance company.
3. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail or river route location, water level, risks of falling out of or drowning while in a river tube and such risks, hazards and dangers that are integral to recreational activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/ or damages, weather caused in whole or in part by the negligence or other conduct of the owners, agents, officers, family, friends, volunteers or employees of Tubers Edge, or by any other person.
4. I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of Tubers Edge's equipment and my participation in Tubers Edge activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, family members, friends, volunteers, employees, officers or agents of Tubers Edge; the negligence of participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes.
5. I, on the behalf of myself, children, parents, assigns, my personal representatives and estates and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Tubers Edge and its owners, family members, friends, volunteers, agents, officers, or employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Tubers Edge's equipment or my participation in Tubers Edge activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers, family members, friends, volunteers or employees of Tubers Edge. I understand and agree that a personal floatation device is required to be used during all river tube activities. I agree not to climb or jump off of any bridges, trestles, trees or any other items along the water trail including any dependents that are floating with me or my group. I agree to pay all medical or rescue fees that may occur from any unknown accidents during my float with Tubers Edge.
6. I release all rights to photos and/or video taken by Tubers Edge and used only to professionally and respectfully market / promote Tubers Edge.
7. I agree to return any equipment rented from Tubers Edge or I will be charged a \$30- \$70 dollar fee for replacement of such equipment. I agree to respect the equipment of Tubers Edge and will not damage or disrespect any equipment, disrespect or harm any staff or other participants of Tubers Edge. I agree to be financially responsible in the case that I fail to return the items that I check below.
8. I agree that alcohol consumption is completely at my own risk and that I am of the legal drinking age to do so. I agree that I will NOT hold Tubers Edge liable for any personal injury to myself or others resulting from the consumption of too much alcohol by myself. I agree not to litter the Iowa River with empty beverage containers or other trash and I will not bring glass containers as they may be confiscated by Tubers Edge or their employees.

**I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. I AGREE TO EXEMPT AND RELIEVE TUBERS EDGE AND AFFILIATES FROM ALL LIABILITY FOR PERSONAL INJURY OF MYSELF OR MY CHILDREN, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.**

Signature \_\_\_\_\_ Print Name \_\_\_\_\_  
Group Name \_\_\_\_\_ Date \_\_\_\_\_ Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Phone \_\_\_\_\_  
Email \_\_\_\_\_ (to confirm floats and send alerts/discounts) no spam!  
Emergency Contact \_\_\_\_\_ E-Contact Phone \_\_\_\_\_

Customer will be responsible for the following equipment costs if they are not returned (no exceptions)  
Tube  (\$30) Dry Tub/ Black Tube  (\$45) Double Tube  (\$65)