

***** READ BEFORE SIGNING *****

RELEASE OF ALL CLAIMS, INCLUDING NEGLIGENCE AND INDEMNITY AGREEMENT AGAINST ALL AMERICAN FLOATS

NOTICE: Rafting/tubing activities on the Illinois River are not suitable for non-swimmers, pregnant women, small children, people with respiratory problems or any other physical conditions/disabilities which would impair their ability to swim/stand in turbulent water.

WARNING: Due to rapids, swift currents, deep water, dams, rocks, trees, wildlife, and other natural hazards...the Illinois River is to be considered dangerous and extreme caution should be exercised at all times.

LIFE JACKETS MUST BE WORN BY CHILDREN 12 AND UNDER AT ALL TIMES.

IF YOU DO NOT SWIM WELL, YOU ARE REQUIRED TO DISCUSS THIS WITH ALL AMERICAN FLOATS.

ALL AMERICAN FLOATS IS NOT RESPONSIBLE FOR LOST, DAMAGED, OR STOLEN PERSONAL BELONGINGS.

ALL AMERICAN FLOATS IS NOT RESPONSIBLE FOR ANY PERSONAL INJURY.

Having been given the warning and cautions above and having investigated for myself and my party the risks and dangers associated with activities in question, in consideration for ALL AMERICAN FLOATS goods and services. I hereby release Angela Bartmess and Cody Bartmess (DBA ALL AMERICAN FLOATS AKA ALL AMERICAN), all other owners, officers and employees of All American Floats of and from any liability for any personal injury or property damage, or from participating in any activity associated with the business of All American Floats, while on the Illinois River, on All American property or anywhere else.

This release expressly includes claims for any injuries or damages, past, present or future, acquired or yet to accrue, that were caused by nature and/or negligence of All American Floats (including business and property owners, employees, etc).

Furthermore, I hereby agree to indemnify and hold harmless Angela Bartmess and Cody Bartmess (DBA All American Floats AKA All American), their heirs and assigns, officers, employees, and any other person, firm or corporation bound to defend or pay judgment's against them, from any and all debts, liens or expenses, as well as any and all claims, demands or causes of action, including claims for contribution or indemnity, and the reasonable and necessary cost, including attorney's fees, incurred in the defense of any such claim, whether for personal injury or property damage, or any other form of damages that might arise. This includes claims alleging that the injuries or damages of myself or any member of my party, including minor children, where caused by the negligence of Angela Bartmess and Cody Bartmess (DBA All American Floats AKA All American) and their employees.

This entire agreement shall be binding on my heirs, administrators, successors and assigns.

I (Lessee) hereby acknowledge that I have carefully read and completely understand the contents of this agreement. I (Lessee) understand and accept the terms and conditions stated herein and acknowledge this agreement shall be effective and binding during the entire period of participation in activities with All American Floats.

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