

## ASSUMPTION OF RISK

I understand and accept that outdoor activities such as kayaking, canoeing, stand up paddle boarding, pedal boating, tripping, and bicycling expose me to many hazards which may occur at locations remote in either time or distance or both from health care facilities equipped to handle sports injuries and physicians trained and experienced to handle such injuries. Some of the dangers and risks which may be present or may include, but are not limited to the following:

1. The hazards of traveling in a kayak, canoe, stand up paddle board or pedal boat in any water conditions.
2. Water hazards including rocks, trees and other obstacles, and fast-moving water.
3. Swimming in unfamiliar and sometimes turbulent water which may be cold.
4. Using paddles, ropes, and other unfamiliar outdoor equipment.
5. Rescue attempts.
6. Injuries inflicted by animals, insects, and plants.
7. Accidents or illness in remote places without medical facilities.
8. Human made objects both in, and out of, the water, including but not limited to ropes, bridge pilings, metal, junk, as well as other water craft.
9. Carrying the kayak, stand up paddle board, pedal boat, trikke, or bicycle.
10. The forces of nature, including but not limited to lightning, weather changes and water level changes.
11. The physical exertion associated with paddling, cycling, and carrying equipment on land.
12. Travel in a vehicle not driven by me.
13. Hypothermia.

I acknowledge that the enjoyment and excitement of outdoor activities is derived in part from the inherent risks incurred by this activity beyond the accepted safety of life at home or work. These inherent risks contribute to such enjoyment and excitement and are reason for my participation. I assume all risks and understand my responsibility in decision making and I agree to obey all of Adventures Outdoors Kayak & Bike Rentals' rules and guidelines for the entire Adventures Outdoors Kayak & Bike Rentals' operating season, "April 1<sup>st</sup> 2017 thru October 31<sup>st</sup> 2017.

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and signature of renter

IF PARTICIPANT IS UNDER 18 YEARS OF AGE, SIGNATURE OF PARENT OR GUARDIAN IS REQUIRED

\_\_\_\_\_  
Name and signature of parent or guardian

**IMPORTANT: THIS IS A LEGAL DOCUMENT. Please read and understand this document before signing.**

## GENERAL WAIVER AND RELEASE FROM LIABILITY

1. I am renting a kayak, canoe, stand up paddle board, pedal boat, trikke, and/or bicycle from Adventures Outdoors Kayak & Bike Rentals (hereinafter "Adventures Outdoors"). I acknowledge that I have read the Assumption of Risk statement at the top of this release form and fully understand that there are certain elements of danger inherent in the outdoor activities which I am about to undertake, and which are beyond the control of the staff of

Adventures Outdoors, and that using said equipment and/or participating in any such outdoor activities may entail unavoidable risks, personal injury, loss of life, and loss of or damage to property. My Participation in this activity is purely voluntary.

2. In consideration of Adventures Outdoors furnishing equipment, services, and materials to enable me to participate in any outdoor activity, I assume all risk of injury or loss of life to myself, and loss of or damage to property arising out of my participation in such activity, including hazards associated with any defect in a manufacturer's product. I do now release and forever discharge Adventures Outdoors from any and all liability, including negligence (active or passive), as to any right of action or claim to life, or loss of or damage to property which I may suffer while participating in such recreational activity including activities preliminary and subsequent to my use of the equipment (kayak, stand up paddle board, pedal boat, trikke, and/or bicycle) and including any assistance or instruction given by Adventures Outdoors to me in preparation for such activity.

3. I further hold Adventures Outdoors harmless from any and all liability actions, causes of actions, claims and demands of any kind and nature whatsoever which I now have or may arise from or in connection with my participation in any related activity.

4. I further understand that Adventures Outdoors carries no medical insurance for the protection of participants in outdoor activities, and any insurance coverage existing with respect to Adventures Outdoors shall not alter the terms of this waiver nor impose any liability on Adventures Outdoors.

5. For purposes of this Release, "Adventures Outdoors Kayak & Bike Rentals" shall include its owners (Ronnie and Karen Lloyd) agents, employees, servants, officers, representatives and any independent contractor providing services through Adventures Outdoors.

6. I grant Adventures Outdoors the right to use, for promotional purposes only, any photographs taken by Adventures Outdoors or by any of its agents, employees, servants, officers, directors, representatives or independent contractors, of me during my participation in any outdoor activities.

7. This agreement is binding and good for the entire 2017 operating season, "April 1<sup>st</sup> 2017 thru October 31<sup>st</sup> 2017", by signing this agreement, I understand this agreement is binding each time and date, I participate in renting a kayak, canoe, stand up paddle board, pedal boat, trikke, and/or bicycle from Adventures Outdoors Kayak & Bike Rentals for the 2017 operating season.

8. I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and I sign it of my own free will.

Dated: \_\_\_\_\_

\_\_\_\_\_ Name and signature of renter

IF PARTICIPANT IS UNDER 18 YEARS OF AGE, SIGNATURE OF PARENT OR GUARDIAN IS REQUIRED.

\_\_\_\_\_ Name and signature of parent or guardian

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