

Elk River Adventures, LLC

In consideration of being allowed to participate in the boating activities and being provided with watercraft and equipment, I agree to the following GENERAL RELEASE:

For myself and for my heirs, personal representatives and assigns, I hereby:

1. ACKNOWLEDGE THE RISKS; that some, but not all, of the risks of participating in watercraft activities include: Changing water flow, currents, wave action and wakes from other boats; My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; Capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning; Equipment failure or operator error; Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration.

2. EXPRESS ASSUMPTIONS OF RISK AND RESPONSIBILITY: Agree to assume responsibility for all the risks of the activity, whether identified above or not. My participation in the activity is purely voluntary. I assume full responsibility for myself, and all those listed below, for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses thereof as a result of any accident that may occur while I participate in the activity.

3. RELEASE: I release **Elk River Adventures, LLC**, their principals, agents, employees and volunteers, and their insurers, from any and all claims, demands, actions, causes of action, suits in equity of whatever kind or nature, and from any and all liability of any nature for any and all injury or damage (including death) to me and other persons as a result of my participation in the activity, regardless of the cause. I understand that this release includes any claims based on negligence, action, or inaction, of any of the above parties.

4. TRANSPORT: It is agreed and understood that all rental fees are for the utilization of leased equipment and any transportation to and from the site launch or pick-up is a gratuitous and incidental service of Elk River Adventures, LLC; the lessee and those claiming under him/her hereby waive any and all claims growing out of the transportation or the operation of the leased equipment on land, water or to and from the water during the period of this lease.

I acknowledge I have received and read the Rules and Regulations of Elk River Adventures, LLC, as well as the Tennessee Paddlesports Laws and agree to explain this contract to all individuals in my party.

ELK RIVER ADVENTURES, LLC IS NOT RESPONSIBLE FOR ANY ACCIDENTS.

Name (please print): _____ Date: _____

Address: _____ City: _____ State: _____ Zip: _____

Number in Party: _____ Deposit: DL # _____ DL State _____

Contact Phone #: _____ Emergency Phone # _____

Put in time: _____

Take out times are hourly starting at 4:00pm. Last pick up is at 7:00pm. All pick-ups after 7:00pm incur a \$100 additional service charge.

The signature of the adult individual who will be renting/responsible for the watercraft/s and equipment is required below. Upon signing, you understand and agree that the vessel/s you selected are in good, safe and serviceable condition and will be returned in the same and are operating them at your own risk:

Signature: _____ Date: _____

Elk River Adventures, LLC

RULES & REGULATIONS

1. Canoe/Kayak/tube rentals are at your own risk. Elk River Adventures, LLC, their principals, agents, employees and volunteers, and their insurers, are not responsible for personal injury or loss of property. Participation in boating activities may be dangerous and you, your group or party, are entering into this voluntarily.
2. Person renting vessel/s must be 18 years or older. Anyone under the age of 18 must be accompanied by a parent, legal guardian or authorized adult.
3. Maximum capacity – Canoes; (3) persons, kayaks; one (1) or two (2) depending on individual boats.: tubes (1) Weight (per vessel) must not exceed the manufacturer’s limit for the vessel which is the combined weight of all participants with gear.
4. **TN law requires** persons under 13 years of age to wear a life jacket (PFD) while underway. Drifting is considered underway. It is your responsibility to ensure this is followed. Elk River Adventures, LLC or its agents are not and cannot be held responsible. An approved, wearable life jacket must be on board, readily accessible, for each person in the boat.
5. All boats are subject to inspection. These waterways are patrolled by the TN Wildlife Resources Agency.
6. Intentional capsizing or swamping is prohibited.
7. Do not stay on the water in the event of thunder or lightning.
8. At least 1 individual (or combination of 2) must have the ability to get out from under the watercraft and be able to right the canoe/kayak/tube, in the event of a capsizing.
9. There must be at least one person in the canoe/kayak/tube that is able to move it through the water in a stable manner and get it to the “take out” point in the designated time allowed.
10. **NO LITTERING.** TN law prohibits littering on any waterway. Please dispose of litter in trash bags/cans at end of trip. No glass containers allowed.
11. Use or possession of alcohol by individuals who are underage is prohibited.
12. Renter will be required to reimburse Elk River Adventures, LLC for all damaged or lost equipment. Reimbursements will be at replacement costs.
13. This is a family orientated business/activity; please refrain from inappropriate behavior and offensive language.
14. Management reserves the right to deny rental to anyone for any reason.

I have read the above rules and agree to them and will be responsible for my group following them as well.

Signature: _____ Date: _____

