

# TAR RIVER LIFE, LLC

## PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

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

**Preamble:** I \_\_\_\_\_ (Participant) understand that Tar River Life, LLC is in the business of renting canoes, kayaks, tubes, standup paddleboards (“boats”) and the related equipment. This also includes all persons wanting to participate in the RYOB (ride your own boat) option. All persons renting boats and/ or equipment are responsible for learning or acquiring the skills necessary for utilizing the boats and/ or equipment which may be provided by Tar River Life, LLC or brought by the renters.

**Assumption of Risk:** I understand that the Activities in which I voluntarily choose to participate in at or near Tar River Life, LLC (“Tar River Life”) will expose me to many hazards and involve inherent risks of property damage and loss, and of personal injury, illness, and death. I choose to participate in and observe the Activities despite all hazards and risks. I assume all hazards and risks and accept responsibility for any property damage or loss, and for any personal injury, illness and death that I may suffer from the Activities.

**Waiver and Release:** In consideration of Tar River Life providing services and facilities to allow me to participate in and observe the Activities, and on behalf of myself and my family, heirs, and personal representative:

- I willingly agree to comply with all terms and conditions for participation and to follow all instructions provided by persons designated by Indemnified Parties. If I observe any unusual hazard during my presence or participation in the Activities, I agree to remove myself from participation and bring such hazard to the attention of the nearest Indemnified Party.
- I waive my right to sue Tar River Life for any property damage and loss, and any personal injury, emotional distress, illness and death, which I may suffer while participating in or observing the Activities, whether caused by the acts or omissions of Tar River Life or otherwise.
- I release Tar River Life from all liabilities and claims arising from the Activities.
- Tar River Life may take and use photographs, video, film, and other images of me participating in or observing the Activities. I waive any right to privacy, publicity, compensation, copyright or other rights to those images and I consent to Tar River Life using those images for any purposes.

**Indemnity:** I agree to indemnify and hold Tar River Life harmless from all claims, causes of actions, liability, losses, or damages from any property damage, property loss, or theft, personal injury, death or loss arising from or relating to the my use of the property, facilities, and/ or services of Tar River Life. Any action brought against Tar River Life, LLC shall be brought in Franklin County, North Carolina and be subject to the laws of North Carolina.

**Acknowledgement of Skills, Training, and Physical Condition:** I acknowledge that the Activities are strenuous and dangerous and require a certain degree of physical condition, ability, maturity, and skill. I acknowledge that I (or my child) have the requisite skills, qualifications, physical and mental ability and training necessary to properly and safely participate in the Activities.

**Rental Check-in:** All boats and/or equipment must be checked-in by a Tar River Life employee. Otherwise, the renter is responsible for all property damages and all losses to the boats and/ or equipment.

**Acknowledgement of Understanding:** I have read this release of liability and assumption of risk agreement. I fully understand the terms and understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

\_\_\_\_\_  
Name of Participant  
Address: \_\_\_\_\_  
Phone No: \_\_\_\_\_  
Driver's License No.: \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_

\_\_\_\_\_  
Participant's Signature  
Date \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Contact's Phone No: \_\_\_\_\_

**Consent of Parent or Legal Guardian (if Participant is under 18 years of age)**

I certify that I am the parent or legal guardian of the above named Participant, that I have read and understand the terms and conditions and that the Participant is of adequate physical health, maturity, ability and skill and voluntarily participates in the Activities. I give my permission for Participant to participate in the Activities and I execute this Assumption of Risk, Waiver and Release Agreement on his/her behalf. This Agreement shall apply to and bind the Participant and me.

\_\_\_\_\_  
Name of Parent/Guardian of Participant if Minor

\_\_\_\_\_  
Parent's/Guardian's Signature

\_\_\_\_\_  
Date

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**Office Use Only:**

Time Out: \_\_\_\_\_ Time In: \_\_\_\_\_ Boat #: \_\_\_\_\_ Canoe \_\_\_\_\_ Kayak \_\_\_\_\_ Paddles \_\_\_\_\_ Oars \_\_\_\_\_  
Tube \_\_\_\_\_ Paddle Board \_\_\_\_\_ Life Vest: 30-50lbs \_\_\_\_\_ 50-90lbs \_\_\_\_\_ >90lbs \_\_\_\_\_ >52" \_\_\_\_\_  
RYOB: \_\_\_\_\_ Other Equipment: \_\_\_\_\_ Initials: \_\_\_\_\_