



# RELEASE OF LIABILITY

In consideration for services and/or rentals

The significant elements of risk in adventure sports and the outdoors include, but are not limited to, camping, fishing, climbing and the use or availability of watercraft (referred to herein as "activity") and the use of any/all related equipment.

**ACKNOWLEDGEMENT:** I hereby acknowledge that there are inherent risks in this type of activity, including but not limited to the following:

- Risks typically associated with watercraft including changes in water conditions or currents (submerged, semi-submerged and overhanging objects, capsizing, swamping or sinking of the watercraft and resultant injury), hypothermia/heat stroke and/or drowning;
- "Acts of nature" including inclement weather conditions (thunder/lightening/winds); weather related injuries and illnesses; dangerous animals/insects/plants; accidents/illnesses due to the physical activity and those in remote locations; and
- Equipment failure or operator error; and discharge of weapons.

**ASSUMPTION OF RISK AND RESPONSIBILITY:** In understanding and accepting the inherent risks of the activity which I and any minor children for which I am responsible will engage in, I confirm that I am physically and mentally capable of participating in the activity and/or use of equipment. I participate willingly and voluntarily in spite of any risks including those not listed above. I assume full responsibility for personal injury, accidents or illnesses (including death) that may result from my, or the minor(s) for whom I am responsible, participation in the activity and any resulting expenses. I also assume responsibility for damage or loss of my/our personal property as a result of any incident that may occur. I accept that wearing an approved personal flotation device for these activities is a basic safety precaution.

**COVENANT OF GOOD FAITH:** I understand that FLATWATER CANOE AND KAYAK RENTALS, INC., as a provider of goods and/or services, will operate under a covenant of good faith, but may find it necessary to terminate an activity or refuse/end the participation of any person due to safety concerns. I acknowledge that no guarantees have been made with respect to objectives.

**AUTHORIZATION:** I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my behalf or the minors for whom I am responsible.

**RELEASE AND INDEMNIFICATION:** I have read this acknowledgement and assumption of risks and responsibilities and agree to be bound by its terms. In receipt of services and property provided, I, for myself, and any minor children, for which I am parent/guardian, or otherwise legally responsible, any heirs, personal representatives or assignees, do hereby release and, agree to indemnify and hold harmless: FLATWATER CANOE AND KAYAK RENTALS, INC., in principals, directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted, from all liability, and waive any claim for damage arising from any cause whatsoever EVEN THOSE ARISING FROM NEGLIGENCE. I also agree to be held accountable and pay for any/all damages (apart from normal wear and tear) resulting from my use of the watercraft and related equipment that I rent. Flatwater Canoe and Kayak Rentals, Inc. will determine such damage and cost.

**I AM 18 YEARS OLD OR OLDER AND I HAVE READ, UNDERSTOOD AND ACCEPTED THE FOREGOING TERMS AND CONDITIONS STATED HEREIN. I ACKNOWLEDGE THAT THIS AGREEMENT SHALL BE BINDING UPON MYSELF, MY HEIRS, ASSIGNED PERSONAL REPRESENTATIVES, AND ESTATE, AND FOR ALL MEMBERS OF MY FAMILY INCLUDING ANY MINORS.**

_____	_____	_____
Printed Name	Signature	Date
_____	_____	_____
Address	City, State	Zip
_____	_____	
Phone	E:mail	

**FOR THE FOLLOWING MINORS:**

_____	_____
Printed minor's name	Age
_____	_____
Printed minor's name	Age
_____	_____
Printed minor's name	Age
_____	_____
Printed Indemnifiers Name	Signature
	Date