

Group Number

RIVERLURES KAYAK ADVENTURES LIABILITY WAIVER

RiverLures Kayak Adventures is pleased to provide the peace and serenity of kayaking. In order to keep our prices low, all rules must be enforced. However, water sports are, and can be, inherently dangerous. Water pressure combined with low temperatures can be a deadly combination. When you rent from RiverLures Kayak Adventures you assume all risks and agree no legal action will be taken against RiverLures Kayak Adventures. WE are NOT responsible for loss of personal property. You ARE responsible for our property by signing this waiver.

You agree to pay for any loss of equipment:

- Paddle - \$100.00
- Personal floatation device - \$20.00
- Damaged boats - \$1,000.00

By not following our rules you may also be responsible for the following charges:

- \$25/hour per person out past 9:00 pm
- \$50 minimum charge for personal rescue
- \$50 minimum charge to pick up at a different location

By signing this document you also agree to the following terms:

- RLKA encourages life jacket use at all times
- At least one member of the group must have a cell phone
- Call to be picked up when done with your trip
- Follow all directions and adhere to the route given
- One member of the group must check back in upon return
- RLKA does not condone the consumption of drugs or alcohol

Group Leader _____ Phone Number _____

Participant _____ Participant _____

Participant _____ Participant _____

Participant _____ Participant _____

Participant _____ Participant _____

Staff Use Only

Group Size	Time In	Time Out	Rental Items
<input type="text"/>	<input type="text"/>	<input type="text"/>	

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in the sport of kayaking, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence RiverLures Kayak Adventures and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representatives, and estate, and also agree as follows:

1. I acknowledge that the sport of kayaking involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, or property damage. Risks include, but are not limited to, death as a result of drowning or brain damage caused by near drowning; broken bones, torn ligaments or strains as a result of falls while launching or exiting the water, or while carrying a kayak; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharged and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety of this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost is return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

Sign & Date _____	Sign & Date _____
Sign & Date _____	Sign & Date _____
Sign & Date _____	Sign & Date _____
Sign & Date _____	Sign & Date _____
Sign & Date _____	Sign & Date _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT (MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)

In consideration of _____ (PRINT minors' names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian Sign _____ Print _____ Date _____