

EQUIPMENT RENTAL/RETURN POLICIES AND RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in the sports of canoeing, kayaking, and river tubing, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence, Outdoor Excursions Inc. dba White River Canoe Company and its owners, directors, officers employees, agents, volunteers, participants, ad all other persons or entities acting for them (hereinafter collectively referred to as "Releases"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that the sports of canoeing, kayaking, and river tubing involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and 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 canoe, kayak, or river tube; 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 Releases. 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 discharge, 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 in 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.

7. I have read and understand that by signing below, I agree to the following:

- I will be assigned paddles, life jackets, seat cushions, and a *numbered* canoe, kayak or tube at the time of launch and I agree to return the *same* equipment and canoe, kayak, or tube in the same condition as I received it
- I will pay \$60.00 each for lost or broken kayak and/or canoe paddles, and \$30.00 each for lost or torn seat cushion(s) and/or life vests
- I will pay \$75.00 if the staff of White River Canoe Company must recover my canoe, kayak, or river tube because I have abandoned it on the river and did not complete my trip
- I will pay \$600.00 per kayak, \$800.00 per canoe, and/or \$100 per river tube if I damage beyond repair or do not return the rented equipment
- I will pay \$100.00 for repairable damage to rented canoes or kayaks- as determined solely by White River Canoe Co.
- I / We will wear our life vests
- I / We will not use alcohol or drugs while renting canoes, kayaks, and river tubes
- I / We understand that our rented canoes, kayaks, and/or tubes are to be returned by 6:00pm, and I / We agree to pay an additional \$20.00 for every half hour after 6:00pm that we have not returned the boats and/or tubes.

I and ALL members of my party have had sufficient time to read this entire document and, should I/we 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 in return for the execution of thus release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

Signature _____ Printed Name _____
 Address _____ City _____ State _____ Zip _____
 Telephone (____) _____ Date _____ Email _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releases 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 _____ Print Name _____ Date _____

ALL Additional Members of the party must sign below.

Signature _____ Print Name _____ Phone: _____ Email: _____

Signature _____ Print Name _____ Phone: _____ Email: _____

Signature _____ Print Name _____ Phone: _____ Email: _____

Signature _____ Print Name _____ Phone: _____ Email: _____

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Signature _____ Print Name _____ Phone: _____ Email: _____

Minors

Minor's Name _____ Parent Signature _____ Parent Printed Name _____

Minor's Name _____ Parent Signature _____ Parent Printed Name _____

Minor's Name _____ Parent Signature _____ Parent Printed Name _____

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