

Name(s) (Print) \_\_\_\_\_

Address \_\_\_\_\_

Credit Card # \_\_\_\_\_ Drivers Lisc.# \_\_\_\_\_

CANOE, KAYAK & TUBE LIABILITY RELEASE

PLEASE READ CAREFULLY. THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.

I acknowledge that use of a canoe; kayak or tube ( also referred to as " The Activity" ) is hazardous and involves a great risk of physical injury or death. I assume all risks associated with the Activity including, but not limited to, varying water conditions, obstacles, other canoes, kayaks, tubes, and boats, other kayakers and water users, natural and manmade objects, varying weather conditions, as well as varying depth and currents. I acknowledge that use of a canoe, kayak or tube may involve serious personal injury or even death. I hereby recognize and assume those risks. \_\_\_\_\_X

In consideration of the demo or rental of a canoe, kayak or tube from Name of Store("the Shop"), I agree to release and hold harmless the Shop, its subsidiaries, and affiliates, their respective agents, directors, officers, owners, contractors, and employees (collectively "the Released Parties") from any and all claims I might have as a result of the Activity, including those claims based on negligence or breach of warranty. Additionally, I agree to indemnify the Released Parties for any and all claims whatsoever brought by a third party for any damage which I may cause or which any other person may cause while engaged in the Activity. \_\_\_\_\_X

I agree to return all equipment in the same condition as I received it, normal wear and tear accepted. I understand and agree that I am responsible for the canoe, kayak or tube and any protective equipment provided. Additionally the customer will pay for the loss of, or excessive damage to, the rental equipment incurred while they use it. \_\_\_\_\_X

I acknowledge that the Shop has advised me the use of a protective life jacket is mandatory. \_\_\_\_\_X

If I am signing this liability release on behalf of a minor, less than 18 years of age ("the child"), I represent that I am the parent and/or legal guardian of the child; I agree to indemnify the Released Parties for any and all claims brought by the child; and I agree to indemnify the Released Parties for any and all claims brought by the third party arising in connection with the child.

In exchange for the Shop allowing me to rent or demo the aforementioned equipment, I **contractually agree** that any and **all disputes** between myself and the Shop arising from my use of this equipment OR my participation in the Activity, INCLUDING any claims for personal injury and/or death will be GOVERNED BY THE LAWS OF THE STATE OF STATE and EXCLUSIVE JURISDICTION thereof will be in the state court residing in the county where the alleged tort occurred or federal court of the state of STATE .\_\_\_\_\_X

I agree that if any portion of this release is found invalid or unenforceable, the remaining provisions will be fully enforceable to the fullest extent allowed by law.

This agreement is binding on my estate, heirs, administrators and assigns.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF IT'S SIGNIFICANCE.

\_\_\_\_\_  
( NAME) \_\_\_\_\_ (DATE)

\_\_\_\_\_  
**(Parent or Guardian of Purchaser/User** \_\_\_\_\_ **(Date)**  
[in the event Purchaser/User is less  
than 18 years old]