

# CANOE & KAYAK RENTAL AGREEMENT RELEASE OF LIABILITY FOR MINORS

#1 Healdsburg Avenue • Healdsburg CA 95448 • 707-433-7247

In consideration of the use of the property, facilities and/or services of River's Edge Kayak & Canoe Trips, LLC ("River's Edge"), the undersigned acknowledges and agrees as follows:

**WARNING.** There are significant elements of risk in any adventure sport or activity associated with the use or presence water craft, including but not limited to canoes, kayak, rafts, and tubes, and the use of related equipment. These risks are inherent in canoeing and kayaking and may be present even if the equipment is used properly and even in still water.

**SCOPE OF RELEASE.** This Release of Liability covers all activities indirectly or directly associated with the use of River's Edge equipment, facilities, services, and activities organized by, sponsored by or directed by River's Edge ("River's Edge Activities").

**RISK FACTORS.** The undersigned understands and acknowledges that the River's Edge Activities involve risks such as, but not limited to, the following: (i) changing water flow, conditions or current; (ii) collision with other participants, any portion of the interior of the craft, other water craft, manmade or natural objects, including overhanging, submerged and/or semi-submerged trees, branches, rocks and boulders; (iii) cold weather and heat related injuries and illnesses including hyperthermia, frostbite, heat exhaustion, sun stroke, and dehydration; (iv) inclement weather, variances and extremes of wind, weather and temperature, the presence of insects and animals; (v) sense of balance, physical coordination, ability to swim, and/or ability to follow directions; (vi) loss of control of the craft, collision, capsizing, and sinking of the craft which can result in wetness, injury, exposure to the elements, hypothermia and drowning; (vii) getting in and out of the craft; (viii) travel, including hiking, portaging and travel to and from the related and unrelated activities; (ix) the presence of wild animals, including marine life forms, (x) unavailability of emergency aid services and emergency medical care. The undersigned acknowledges that River's Edge Activities, as well as other foreseeable or unforeseeable factors or circumstances, may result in a **RISK OF PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLY DEATH.**

**ASSUMPTION OF RISK.** By executing this Release of Liability, the undersigned expressly assumes all risk that arise from the participation in River's Edge Activities, the acts of others, the unavailability of emergency care, and any other foreseeable or unforeseeable factors or circumstances related to the River's Edge Activities. The undersigned assumes all risk of injury, wrongful death or property damage related to the River's Edge Activities.

**ACKNOWLEDGMENT OF RULES, POLICIES AND PROCEDURES.** The undersigned acknowledges that he or she has read and understood all the rules, policies and procedures relating to **CANOE & KAYAK RENTAL AGREEMENT RELEASE OF LIABILITY FOR MINORS #1 Healdsburg Avenue • Healdsburg, CA 95448 • 707 433-7247** to River's Edge Activities and understands that the safe and proper use of the facilities, equipment and participation in River's Edge Activities is dependent upon carefully following such rules, policies and procedures. I agree to wear a properly fitted and fastened U.S. Coastguard approved flotation device (lifejacket) while aboard a boat or on or in the water. The undersigned understands that canoeing and kayaking should only be undertaken after proper instruction and training and that River's Edge is not providing such training in connection with the rental of equipment. The undersigned assumes full responsibility for deciding where, when and with whom to paddle. The undersigned acknowledges and agrees that the rental equipment provided by River's Edge is for the sole and exclusive use of the undersigned and may not be used by any other person.

**PHYSICAL CONDITIONS AND SKILLS.** The undersigned represents that he or she has the requisite skills, physical abilities and mental abilities necessary for proper and safe use of the River's Edge equipment, facilities and services and to participate in the River's Edge Activities. The undersigned agrees that if he or she has any questions as to what skills, qualifications or training are necessary to properly use the equipment or facilities, or to participate in the River's Edge Activities, then they shall direct such questions to the appropriate staff member on site.

**RELEASE.** The undersigned hereby releases, discharges, waives, disclaims and relinquishes all claims, actions or causes of action against River's Edge and its officers, employees and agents and agrees not to sue them because of or in conjunction with any claims, causes of action, injuries, damage, cost of expenses arising out of River's Edge Activities, including those based on death, bodily injury or property damage whether caused by participation in River's Edge Activities or the negligence of River's Edge; provided, however, the foregoing release shall not apply to claims solely based on the gross negligence or willful misconduct of River's Edge.

**WAIVER.** The undersigned waives the protection afforded by any statute or law in any jurisdiction including California Code 1542 whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know of or suspect at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.

**INDEMNITY.** The undersigned agrees to indemnify and defend River's Edge, and its officers, employees and agents (each, an "Indemnitee") and hold them harmless from any or all claims, causes of action, damage judgments, costs or expenses, including attorney fees which in any way arise from the undersigned participation in the River's Edge Activities which include but are not limited to damages to or destruction of any property of an Indemnitee, of any others, injury or death of the undersigned or anyone else or any liability arising from the act or negligent act of an Indemnitee, the undersigned or anyone else; provided, however, the foregoing indemnity shall not apply to claims related solely to the gross negligence or willful misconduct of River's Edge.

**PROPERTY DAMAGE.** The undersigned agrees to pay for any or all damages to any property of Indemnitee caused by the undersigned either negligently, willfully, or otherwise.

**REPRESENTATIVES.** The undersigned has executed this Release of Liability for himself or herself, and his or her heirs, assigns and legal representatives.

**EMERGENCY TREATMENT CONSENT.** The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.

**INSURANCE.** The undersigned understands that the River's Edge does not carry participant insurance. The undersigned acknowledges that they either have appropriate insurance or, in its absence, agree to pay all cost of rescue and/or medical services as may be incurred on their behalf.

**ACKNOWLEDGMENT.** The undersigned has read and understands this Release of Liability and realizes it relates to surrendering valuable legal rights and assuming important legal responsibilities and does so freely and voluntarily.

PARENT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME (Please Print) \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ CELL PHONE \_\_\_\_\_

Child's Name \_\_\_\_\_ Age \_\_\_\_\_

**CONSENT AND RELEASE ON BEHALF OF MINOR MUST BE COMPLETED FOR ALL PARTICIPANTS UNDER 18-YEAR-OLD** I am the parent and/or legal guardian of the above-named minor. I have read and understand the Release of Liability involves surrendering valuable legal rights of the minor and myself. I agree to be bound by all terms of the Release of Liability. I also give my consent to the participation in River's Edge Activities by the minor.

**EMERGENCY CONTACT INFORMATION:**

NAME (Please Print) \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ CELL PHONE \_\_\_\_\_