

# ACKNOWLEDGEMENT OF RISKS ACCEPTANCE OF RESPONSIBILITY

\* \* \* PLEASE READ CAREFULLY BEFORE SIGNING \* \* \*

**WARNING:** There are significant elements of risk in any adventure sport or activity associated with watercraft, including but not limited to canoes, kayaks, rafts, paddle boats, tubes and motorized craft (referred to herein as "activity"), and the use of any equipment therewith.

**ACKNOWLEDGMENT OF RISKS:** I realize that changing water flow or currents, submerged and semi-submerged, objects, varying wind and weather conditions, the presence of other watercraft, the speed at which I travel, the stability characteristics of a watercraft, and certain foreseen and unforeseen events or hazards can contribute to the unpredictability of the activity, that certain risks associated with this activity including but not limited to collision, upset, overturn and sinking can result in getting wet, injured, exposed to the elements, drowned, and personal property damaged or lost; that for swimmers and non swimmers, wearing a U.S. Coast Guard approved floatation device is a basic safety precaution; that I may suffer accidents or illness in remote places where there are no available medical facilities; and that I should ask about other potential hazards and recommended precautions and procedures. I also realize that participation in an activity can result in personal injury, accidents or illness, including but not limited to insect bites, sprains, broken bones, hypothermia, paralysis, dismemberment, or death.

I acknowledge that I have swimming ability and that I will keep my life jacket on at all times. State law requires children under 13 to wear the life jackets at all times or face penalty.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** In recognition of inherent risks of the activity which I and any minor children for which I am responsible, will engage in, I confirm ( we are ) physically and mentally capable of participating in the activity and using the equipment. I/We participate willingly and voluntarily and I assume full responsibility for personal injury, accidents or illness, including death, **EVEN IF ARISING FROM THE NEGLIGENCE OF INDIAN HEAD CANOES & RAFTS** or others. I understand that this is a self-guided trip with no lifeguards or supervision on the river. I assume all responsibility for damage to or loss of personal property as the result of any accident that may occur.

**RELEASE:** In consideration of services or property provided, I for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, due hereby release, indemnify, and hold harmless Indian Head Canoes, its principals, directors, officer, agents, employees, and volunteers from any and all liability and waive any claim for damage arising from any cause whatsoever, to the fullest extent permitted by law.

I also agree to allow any photos, slides, movies, etc. taken of me while boating, camping, or otherwise engaged in any activities provided by Indian Head to be used in any print media, commercials, magazines or any commercial publicity whatsoever.

I HAVE READ THE FOREGOING WARNING, ACKNOWLEDGMENT, ASSUMPTION AND RELEASE AND UNDERSTAND THAT BY SIGNING THIS DOCUMENT I WILL BE WAIVING VALUABLE LEGAL RIGHTS, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

## EVERY PARTICIPANT OR USER MUST BE LISTED BELOW

EVERY PARTICIPANT OR USER, 18 YEARS OF AGE OR OLDER, MUST SIGN HIS/HER NAME OR THAT OF ANY CHILDREN THAT HE/SHE IS RESPONSIBLE FOR PRIOR TO PARTICIPATION IN THE ACTIVITY OR USE OF ANY EQUIPMENT.

Date	Age	
Name (print)	Signature	
Street	City/State	ZIP

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## FOR PARENTS / GUARDIANS OF PARTICIPANTS OF MINOR AGE (under age 18 at time of registration)

This is to certify that I, as parent / guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless **Indian Head Canoes** from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law. I certify that my child weighs over 30 lbs.

Signature of Parent / Guardian	Date
Emergency Phone Number(s)	