

## **THE RIVER RAT'S CANOE RENTAL, INC.**

### **ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY**

**\*\*PLEASE READ CAREFULLY\*\***

**ACKNOWLEDGMENT OF RISKS:** I realize that there are inherent dangers in canoeing and kayaking with or without a guide and that use of a canoe or kayak in or upon the water may involve hazards including but not limited to the following: 1) Changing water flow or currents, trees, branches, rocks and boulders submerged and/or semi submerged objects; 2) Varying wind and weather conditions, the presence of other watercraft, the speed at which I/we travel, the stability characteristics of a watercraft, equipment failure and my/our sense of balance and inability to control the craft or follow instructions can pose a dangerous risk to my/our safety; 3) Collision, upset, overturn and sinking can result in getting wet, injured, exposed to the elements and/or drowning; 4) An "act of nature" which may include trees falling, rocks falling, inclement weather, thunder and lightning, severe and/or varied wind, temperature or weather conditions; 5) Travel to and from the activity; 6) Hot and cold weather related injuries and illnesses including heat exhaustion, heat stroke and hypothermia; 7) Traveling by foot or canoe through wooded areas and strenuous terrain where poison ivy, oak and sumac, stinging bees and wasps, poisonous snakes and other plants and wildlife are sometimes or often found; 8) Falling, diving, swimming or floating in a river or lake where there are no lifeguards present to rescue me/us from further injury of drowning; 9) Accidents or illness in remote places where there are no easily available medical facilities; 10) Personal property may be lost or damaged. 11) Alcohol is not permitted.

I also realize that risks and dangers may be caused by the negligence of the owners, employees, officers or agents of THE RIVER RAT'S CANOE RENTAL, INC. or the negligence of participants or others and that risks and dangers may arise from foreseeable and unforeseeable causes including but not limited to a guide's ability to make decisions or judge terrain, weather, trail or river route, water levels or the risks of falling out, turning over or drowning while canoeing or kayaking or riding in the vehicle. I fully understand and acknowledge that the aforementioned risks, dangers and hazards are integral to recreational activities taking place in an outdoor, remote or wilderness environment and that wearing a U.S. Coast Guard approved flotation device is an important safety precaution.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** In recognition of the inherent risks of the activity which I and any minor children for which I am responsible will engage in, I confirm that I am (we are) physically and mentally capable in participating in the activity and using the equipment and I/we elect to participate in spite of the risk. I/we participate willingly and voluntarily and assume full responsibility for any losses and/or damages whether caused in whole or in part by the negligence of the owners, agent, officers or employees of THE RIVER RAT'S CANOE RENTAL, INC. or any other person. These losses and/or damages include but are not limited to sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions and/or contusions, dehydration, drowning, oxygen shortage (anoxia), exposure, head, neck and/or spinal injuries, animal bite or attack, insect bite, allergic reactions, shock, paralysis and/or death.

**AUTHORIZATION:** I/we hereby authorize any medical treatment deemed necessary for any injury incurred while participating.

**EXPENSES:** I/we have appropriate insurance or in its absence agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

**RELEASE OF LIABILITY:** In consideration of services and equipment provided for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, I do hereby release, waive, discharge hold harmless and indemnify THE RIVER RAT'S CANOE RENTAL,

INC. and its owners, officers and employees and each and every landowner upon whose property an activity is conducted from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my/our use of canoeing or kayaking equipment or my/our participation in any of the aforementioned activities including riding in our vehicles. I specifically understand that I am releasing, discharging and waiving any claims or actions that I/we may have presently or in the future for the negligent acts or other conduct by the owners, officers or employees of THE RIVER RAT'S CANOE RENTAL, INC. In the event of a lawsuit occurring pertaining to this outing, **I/we agree to pay all costs of litigation for both parties including but not limited to attorney's fees.**

**EQUIPMENT:** I/we agreed to return the rented equipment in as good condition as when received except for reasonable wear or tear. Should any equipment not be returned I/we agree to pay THE RIVER RAT'S CANOE RENTAL, INC. its full value for replacement as set forth above. Should any items be returned damaged, I/we agree to pay THE RIVER RAT'S CANOE RENTAL, INC., in full for the repair expenses. I/we assume the responsibility for all attorney's fees and costs of collection in the event THE RIVER RAT'S CANOE RENTAL, INC. should need to begin collection proceedings against me/us. **I further agree to have all equipment returned by 6:00 p.m. and be off the premises by 6:00 p.m. In the event that I fail to make it in by 6:00, I agree to pay \$25 per hour per boat that is out past 6:00 pm. I authorize River Rat's, Inc. to block off the entrance and hold my vehicle in their lot until payment is made in full.**

My signature on this document upon this date and subsequent dates indicates that I have read and understand this document, acknowledge that it affects my/our legal rights and agree to be bound by its terms. My signature also signifies my intention to exempt and relieve THE RIVER RAT'S CANOE RENTAL, INC., its owners and employees, from any liability for personal injury, property damage or wrongful death caused by negligence or any other cause. Further, by signing someone else's name I/we are binding him/her/them to all of the terms listed above. In the event I/we sign another name or mark, I/we are still bound by the terms and conditions herein.

**FORUM SELECTION:** I/we agree that all matters involving litigation shall be heard in the Courts of Marshall County, Tennessee.

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**Sign for yourself and for the children you are responsible, listing their names and ages:**

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