



Release and Assumption of Risk for Outdoor Activities And Equipment Rental Agreement

Notice: Read this document carefully. This document affects your legal rights, and contains waivers and releases of your rights. Each person participating in any activity offered by Owasco Paddles LLC must sign this document. A parent or legal guardian of each participant who is a minor under 18 years old must also sign this document in both his/her individual capacity and his/her capacity as the parent or guardian of the minor in order to bind the minor as if he/she was at least 18 years old. Each reference to “I” or “me” that appears below refers to each adult signing this Agreement and each minor participant for whom I am signing this agreement as her/his parent or legal guardian and any participating canine companions.

I wish to participate in Kayak, Canoe, Stand-up Paddleboard or other activities offered by Owasco Paddles LLC (the “Activity”) I acknowledge that my participation in the Activity involves known and unanticipated risks which could result in physical or emotional injury, musculoskeletal injuries, head injuries, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the Activity. The risks include, among other things, my own or other person’s negligence, and:

- Participating beyond my personal limits;
- Poor or impaired balance, physical coordination or ability to follow instruction;
- The fact that illness, injury or accident may occur far from medical care facilities;
- Equipment defects or malfunctions;
- Falling on others or others falling on me;
- Falling off Kayaks, Canoes, or Standup Paddleboards;
- Falling onto the ground or into bodies of water;
- Slipping, falling or losing control of equipment on rough, steep, slippery or frozen rock surfaces or other terrain;
- Exposure to natural elements, the forces of nature and environmental hazards;
- Weather conditions, including very cold weather, heat, sun exposure, and possible resulting hypothermia, hyperthermia, exhaustion, sunburn, heat stroke, dehydration, frostbite, and frostnip;
- Drowning and hazards associated with water levels, movements and conditions and exposure to cold water in rivers, lakes and other bodies of water;
- Encountering or attack by insects and other animals;
- Possible firing or firearms by hunters or others;
- Vehicular and other accidents while traveling to and from the Activity site;

I expressly agree and promise to accept and assume all of the risks existing in the Activity. My participation in the Activity is purely voluntary, and I elect to participate in spite of the risks. I certify that I am in good health and capable of participating in the Activity. I grant permission to Owasco Paddles LLC to seek and obtain medical care for me and any minor for whom I have signed the Agreement for injury or illness occurring as a result of or otherwise during participation in the Activity.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Owasco Paddles LLC, its owners, employees and agents (all of which are collectively called “Released Parties”) from and against any and all claims or demands or causes of action which are in any way connected to my participation in the Activity or my use of equipment or facilities provided by Owasco Paddles LLC, including any such claims which allege negligent acts or omissions by any of the Released Parties. I confirm that the foregoing release of claims and indemnification are intended to cover all claims whether if not known, suspected or anticipated at this time, and I waive the benefit of any law that would purport to limit the scope or effect of the release and indemnification, whether by excluding unknown, unsuspected, or unanticipated claims or in any other manner. I also agree that I will not bring any lawsuit or other legal proceeding against any Released Party based on my participation in the Activity. Should any of the Released Parties be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I any cause or suffer while participating, and in all events agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions that could interfere with my safety in the Activity, or if I do have such a condition, I assume – and bear the costs of – all risks that may be created, directly or indirectly, by the condition.

I agree to bear the costs of any Owasco Paddles LLC equipment damaged or lost by me while participating in the Activity.

Additionally, I agree to properly wear a Coast Guard approved Type I, II or III personal floatation device (lifejacket) at all times while participating in the Activity which is provided to me by Owasco Paddles LLC. Additionally, I understand that, by law, all minors must properly wear a Coast Guard approved Type I, II or III personal floatation device (Life jacket) at all times while participating in the Activity which is provided to me by Owasco Paddles LLC.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the Activity, I have waived my right to maintain a lawsuit against any Released Party on the basis of any claim from which I have release it herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, have signed it knowingly and voluntarily, and agree to be bound by its terms. I acknowledge receipt of a copy of this agreement.

If I am signing this agreement as a parent or legal guardian of a minor under age 18, I confirm that I am granting permission for that minor to participate in the Activity. I specifically confirm that I am providing the releases, discharges, indemnifications and other assurances, certification and agreement contained herein on behalf of myself and any minor under age 18 for whom I am signing the Release and Assumption of Risk Agreement and that each reference to "I" or "me" shall, in this Agreement, refer to me and to each minor for whom I am signing as her/his parent or legal guardian.

Parent/Adult Participant Name (Print CLEARLY): _____ Today's Date: ____/____/____

_____ Adult Participant Age: _____

Home Address: _____ Phone # _____

_____, _____ email: _____
City State Zip

Parent/Adult Participant Signature: _____ Parent/Adult Drivers License # _____

Minor Participant(s): () None

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Owasco Paddles use only: Date: ____/____/____ Equipment:
() Vessel: _____
ID Verification: _____ () PFD(s): () 1 () 2 () 3 () 4
Intended Rental Package: () ___Hrs () 1/2 () Full () Safety Whistle(s): () 1 () 2 () 3 () 4
() Other _____ () Paddle(s): () 1 () 2
Time out: _____ () AM () PM () Paddle Leash(s): () 1 () 2
Time In: _____ () AM () PM () Dog PFD: () XS () S () M () L () XL
() Other: _____

Rental Fee: \$ _____ Payment Method: () Cash () Charge () Gift Certificate