



Paint Rock Canoe & Kayak, L.L.C



PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

*** **READ BEFORE SIGNING** ***

Participant Name (PRINT): _____

In consideration of being allowed to participate in any way in the program ("PROGRAM"), related events and activities, I, the undersigned, on behalf of myself, and/or on behalf of my spouse, minor children, hereby forever release, indemnify and discharge **Paint Rock Canoe & Kayak L.L.C. ("PAINT ROCK")** on behalf of myself, my spouse, legal partner, my children, my parents, my guardians, heirs, assigns, personal representatives of any estate, and I fully acknowledge and agree to the following:

1. The risk of injury from the activities involved in this PROGRAM is significant during all phases of the activity, including, but not limited to the potential for permanent paralysis, disability, and death. **These risks include, but are not limited to:** Equipment failure and/or malfunction of my own or other's equipment; my own negligence and/or the negligence of others; attack or encounter with insects, trees, branches, reptiles and other animals; fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of accident. Outdoor activities include but are not limited to risks of exposure to elements, excessive heat, hypothermia, impact of the body upon the water, rocks or other debris in or on the water, injection of water into my body orifices, exposure to animals with the risk of them kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death. **I agree to wear any necessary safety equipment provided to me and recognize that failure to do so increases the potential for severe injury or death and absolves PAINT ROCK from any liability whatsoever.**
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF PAINT ROCK** or others, and assume full responsibility for my participation in the PROGRAM.
3. I willingly agree to comply with all terms and conditions of **PAINT ROCK** for participation. If I observe any unusual or dangerous behavior, or any significant hazard during my presence or participation, I will remove myself from participation and any hazard, and bring such to the attention of the nearest official immediately.
4. I recognize that it may be necessary for **PAINT ROCK** to refuse or terminate my participation if I am judged to be incapable of meeting the rigors or requirements of the program. I accept **PAINT ROCK'S** right to take such actions for the safety of myself and/or other participants. I will not engage in any activity beyond my capabilities and will not cause any third party to be endangered by any of my actions or inactions during the PROGRAM. In the event I do cause any type of harm/damages/injury, or violate any third party's rights during the Program, I agree to be 100% responsible for any such harm/damages/injury and further agree to absolve **PAINT ROCK** from any such resulting liability.
5. I warrant and represent that I am in good health and have no physical or mental limitations or problems that would affect my safe participation or the safety of others in the program and have not been advised otherwise by a qualified medical person.
6. Prior to using any of the equipment provided by **PAINT ROCK** in any reasonable way, I agree to inspect it and fully acknowledge that any such equipment is safe and reasonably suited for the purpose of its use in the PROGRAM.
7. Participant will be charged for any damages to property. Paddle will be \$50.00, lifejacket \$10.00 and canoe/kayak will be determined upon inspection.
8. I, for myself and on behalf of my heirs, assigns, person representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS PAINT ROCK** its officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, permit grantors, independent contractors, sub-contractors and, if applicable, owners and lessors of premises used to conduct the PROGRAM, from any and all claims, demands, losses and liability arising out of or related to any **INJURY, DISABILITY OR DEATH**, I may suffer, or loss or damage to any other person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF PAINT ROCK OR OTHERWISE**, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND FULLY AGREE TO AND UNDERSTAND ITS TERMS. I FURTHER UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT AND WILL NOT HOLD **PAINT ROCK** OR ANY OF ITS EMPLOYEES RESPONSIBLE.

X

Participant's Signature _____ Age _____ Date _____

FOR PARENTS/GUARDIANS OF PARTICIPANT 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, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless **PAINT ROCK** from any and all liability, incidents due to my minor child's involvement or participation in the PROGRAM as provide above, **EVEN IF ARISING FROM THE NEGLIGENCE OF PAINT ROCK**, to the fullest extent permitted by law.

X

Parent/Guardian Signature _____ Date _____ Emergency Phone Number _____