

WAIVER FORM FOR LOVELAND CANOE & KAYAK, INC.
Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

BY SIGNING THIS AGREEMENT YOU WILL GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY Please provide all information and SIGN Waiver at the BOTTOM of this sheet.

In this Agreement:

1. The terms, "canoeing, kayaking or tubing" shall include but are not limited to: canoe, kayak or tube rentals, orientation and instruction sessions, and other such activities, events and services in any way connected with or related to Loveland Canoe & Kayak, Inc.; and
2. The term, "Releasees" shall include Loveland Canoe & Kayak, Inc. as well as any employees, volunteers, agents, representatives, successors and assigns.

ACKNOWLEDGEMENT-SAFETY

I am aware that the physical exertion and risks associated with canoeing, kayaking and tubing and that the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms or congenital defects. I HAVE ALSO READ AND UNDERSTAND THE SAFETY GUIDELINES, AND I AGREE TO ABIDE BY THOSE GUIDELINES. (Safety guidelines are posted)

ASSUMPTIONS OF RISK

I am aware and understand that paddling sports such as canoeing, kayaking and tubing have inherent dangers, hazards and risks including, but not limited to:

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| ❖ ACCIDENTS WHICH OCCUR WHILE LOADING AND UNLOADING EQUIPMENT | ❖ IMPROPER USE OF EQUIPMENT | ❖ SUSTAINED PHYSICAL ACTIVITY |
| ❖ SUDDEN WEATHER CHANGES | ❖ NEGLIGENCE OF OTHERS | ❖ TRAVEL TO AND FROM SITE |
| ❖ COLLISION WITH MANMADE OR NATURAL OBJECTS OR OTHER PADDLERS OR BYSTANDERS | ❖ OVERTURNING OR UPSETTING OF THE CANOE, KAYAK OR TUBE | ❖ DROWNING |
| ❖ CONDITIONS OF WATER SURFACE AND VARIATIONS IN THE WATER CONDITIONS, SURFACES AND CURRENTS | ❖ FALLING FROM THE CANOE, OR KAYAK WHILE ON THE WATER | ❖ IMMERSION IN COLD WATER |
| ❖ EQUIPMENT FAILURE | ❖ POOR SWIMMING ABILITY OF MYSELF OR OTHERS | ❖ HYPOTHERMIA |
| | ❖ FACILITY AND SITE HAZARDS | ❖ RIVER HAZARDS INCLUDING ROCKS, STRAINERS AND LOW HEAD DAMS |
| | ❖ NEGLIGENCE OF THE RELEASEES | |

I understand that injuries resulting from the danger, hazards and risks of canoeing, kayaking, tubing and other water sports are a possible occurrence of participating. I am also aware that there is a risk of NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE DANGERS, HAZARDS AND RISKS OF CANOEING, KAYAKING OR TUBING. I freely accept and fully assume all dangers, hazards and RISKS associated with participation and the possibility of personal injury, death, property damage or loss resulting there from.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY

I acknowledge that it remains my sole responsibility to act in such a manner as to be responsible for my own safety and participate within my own limits. I understand that the Rules are solely for the purpose of regulating other canoeing, kayaking and tubing participants and me.

In consideration of the Releasees agreeing to my participation in canoeing, kayaking, tubing & other events and for permitting my use of their equipment and facilities, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in canoeing, kayaking or tubing due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, on the part of the Releasees;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage or personal injury to any third party resulting from my participation in rowing and/or paddling programs; and
3. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

I acknowledge that wearing a PFD (lifejacket) at all times while I'm in or near the water is highly recommended and that if I chose not to properly wear the device while participating, I increase my risk of injury and drowning and do so at my own risk.

I acknowledge that operating a canoe, kayak or inner tube while under the influence of alcohol is dangerous. The RELEASEES strongly advise participants against use of alcohol while canoeing, kayaking or tubing. Any use of alcohol is without permission of the RELEASEES and increases my risk of injury and drowning. Law prohibits use of all illegal drugs and any participant that violates the law does so at their own risk.

Signature of Registrant or Parent's Signature if under 18/Date signed

Printed Name/DOB

Address

Phone

City, State, Zip

Email