

WHITE RIVER RENTALS, LLC
ONE FAMILY UNIT PER FORM ONLY!
CANOEING, KAYAKING, TUBING AND CAMPING
STATEMENT OF AWARENESS, ASSUMPTION OF RISKS, AND RELEASE OF LIABILITY

Date: _____ Total amount due (office): _____

Number of Canoes/Kayaks: _____

Name(s): _____

Minor's Name(s) (if under 18): _____

Address: _____

Telephone (home): _____ (cell): _____

Emergency Name & Phone No.: _____

Driver's License No.: _____

License Plate No.: _____

ACKNOWLEDGMENT OF RISKS

I am aware that in signing this document on my behalf, or on behalf of my minor child and/or ward, for participation in White River Rentals, LLC canoeing, kayaking, tubing, camping and any other activities offered by White River Rentals, LLC (hereinafter called "activity"), that certain elements of the activity are physically, mentally, socially and emotionally demanding. Furthermore, I understand that certain risks and dangers exists in this activity which may result in serious injury. These risks include, but are not limited to, loss or damage from foreseeable or unforeseeable causes including, but not limited to, map, trip descriptions that may misjudge terrain, personal property, injury or fatality, changing water flow or currents, submerged and semi-submerged foments, varying winds, weather conditions, the presence of other watercraft, the speed at which I travel, the stability characteristics of a watercraft, collision, upset, overturned and sinking can result in getting wet, injured, exposed to the elements, paralysis, drowning and personal property damaged or loss, that for summers, wearing a U.S. Coast Guard approved flotation device is a basic safety precaution, that I may suffer accidents or illnesses in remote places where there are no available medical facilities, and my own negligence. I am aware that these are just some of the know risks and that there are other risks inherent in this activity both known and unknown. I have a personal duty and responsibility to learn and follow all safety standards, guidelines and procedures. I also agree to act in a safe, responsible manner toward all other participants in the activity.

DEPOSIT:

Renters shall deposit with the White River Rental, LLC a \$25.00 damage deposit. Said damage deposit shall be returned to the renter upon the return of said canoe, paddles and /or kayak are returned in the same condition as rented.

RESPONSIBILITY:

The renter is totally responsible for the canoe while in his/her care and liable for any and all damage to said canoe or kayak.

EXPRESS ASSUMPTION OF RISK AND PERSONAL RESPONSIBILITY:

I understand ALL dangers, hazards and perils and inherent risks associated with canoeing. I further understand that there may be other risks both known and unknown. I confirm that I am physically and mentally capable of participating in the activity. I knowingly and freely assume all such risks, both known and unknown and assume full responsibility for my participation. I affirm that my child(ren) or consume and/or myself will not be under the influence of alcohol or controlled substance, and will not carry, use these substances before or during his/her scheduled activities.

RELEASE OF LIABILITY:

In consideration of the service and facilities provided, including equipment, I, for myself and for my minor child(ren) do hereby release, waive and discharge White River Rentals, LLC, their officers, employees, principals, directors, agents and volunteers, all of whom for the purpose of this release are referred to as "Releasees", from any and all liability to the undersigned's personal representatives, assigns, heirs and next of kin, for any of ANY AND ALL INJURY, DIABLILTY, DEATH, OR LOSS OF DAMAGE TO PERSONAL PROPERTY, WHETHER CAUSED BY THE NEGLIGENCE OR THE RELEASEES OR OTHERWISE.

INDEMNIFICATION:

The undersigned hereby agrees to indemnify and save and hold harmless the releases aforementioned and each of them for any loss, liability, damage or cost releases incur to the undersigned's participation in the above described activity, and whether caused by the negligence of the releases or otherwise, including but not limited to costs and attorney fees incurred as a result of defending any claim or demand made by the undersigned against releases.

VENUE:

The venue of any dispute that may arise out of this agreement or otherwise between the parties to which the White River Rentals, LLC is a party shall be in the Circuit or County Courts of Martin County, Indiana.

SCOPE OF RELEASE AND INDEMNITY:

The undersigned expressly acknowledges and agrees that the above described activities are very dangerous and involve the risk of serious injury and/or property damage. The undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the State of Indiana, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

ADVERTISING/PUBLICITY:

I permit the use of any photos of him/her taken during the day's activities for publicity, advertising, promotion or other commercial purposes without compensation.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNED THE RELEASE, WAIVER OR LIABILITY AND INDEMNITY AGREEMENT, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENT OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. THE ABOVE AGREEMENT SHALL BE BINDING ON MY HEIRS, SUCCESSORS, ASSIGNS, ADMINISTRATORS AND EXECUTORS.

Signature:

Signature:

Print Name:

Print Name:

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
UNER THE AGE OF 18-AT THE 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 all the releases, and, for myself, my heirs, assigns and next of kin, I release and agree to indemnify and hold harmless the releases from any and all liabilities incident 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.

Signature:

Signature:

Parent/Guardian's Signature:

Parent/Guardian's Signature: