

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in the sport of canoeing, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence White Pelican, Inc and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that the sport of canoeing, kayaking, tubing, or stand-up paddleboarding involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, death as a result of drowning or brain damage caused by near drowning; broken bones, torn ligaments or strains as a result of falls while launching or exiting the water, or while carrying a canoe; medical conditions resulting from physical activity; and damaged clothing, technology, or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, the associated transportation, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain.

I have read and understood this document and I agree to be bound by its terms.

PRINT NAME

SIGNATURE

DATE

Address

City

State

Zip

Telephone

PARENT OR GUARDIAN ADDITIONAL AGREEMENT

(Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian

Print Name

Date

Illinois Boat Registration and Safety Act

The operators of boat rental services shall offer abbreviated Department and NASBLA approved operating and safety instruction specific to the type of watercraft being rented to the renter and all potential operators of the rented vessel, unless the renter/operators can demonstrate compliance with the Illinois Boating Safety Certificate requirements.

Operators of boat rental services shall: 1) maintain records of persons renting a watercraft for a period of at least one year. Such records shall contain proof of boat safety education card, or if taking the abbreviated safety instruction a minimum of the renter's name, date of birth, driver's license number, and signature (violations of this section is class B misdemeanor)

I certify that I am in compliance with the Illinois Boat and Safety Act by the following:

☐

I watched the safety videos (Rentalboatsafety.com) and completed certification **before arriving at White Pelican.**

☐

I watched the safety videos (Rentalboatsafety.com) **at White Pelican.**

☐

I have proof of an Illinois Boating Safety Certificate.

RENTER'S NAME

DATE OF BIRTH

DRIVER'S LICENSE#

SIGNATURE

It shall be unlawful for any person renting a watercraft from a licensed boat rental service to provide false or fictitious information to rental service required by this section. Operators of rented watercraft shall have in their possession proof of abbreviated safety instruction or an Illinois Boating Safety Certificate.