

HOWARDSVILLE CANOE LIVERY, LLC.
292 Logan Road, Scottsville, Virginia 24590
(434) 286.3331 office (434) 286.3462 fax

CANOE _____ KAYAK _____ TUBE _____
JR/WMA _____ Wingina _____ OTHER _____

WAIVER OF LIABILITY - ASSUMPTION OF RISK & RENTERS AGREEMENT

(Warning, Acknowledgement of Risks, Assumption of Risk and Responsibility; Lease/Agreement)

Taking into consideration the risks involved on the river, **I UNDERSTAND** there are seen and unseen dangers & risks that may bring harm, sometimes even resulting in death, that is, sunburn, insects or animal bites, heat stroke, dehydration, hypothermia, sprains, cuts from broken limbs & protruding rocks or sticks. Canoes, kayaks rafts & tubes may overturn & injuries may occur when using this equipment, resulting in death to my party & me. I also **UNDERSTAND** that severe storms or **ACTS OF GOD** may arise at a moment's notice & I will immediately get my party & myself **OFF OF AND OUT OF THE RIVER AT THE FIRST SIGN OF FOUL WEATHER. I UNDERSTAND THAT ALL TRIPS ARE SELF GUIDED** & that I am personally accountable for self-rescue & that of my party.

In consideration of Howardsville Canoe Livery, LLC. ("herein the HCL") leasing the equipment to me, **I ASSUME ALL LEGAL responsibility** for the INHERENT RISKS & DANGERS, seen or unseen, of bodily injury & loss of personal property by any person, including without limitations myself & anyone accompanying me, as a result of the use or misuse, operation, transportation, possession of such equipment & hereby release from any & all liability the HCL, its concessionaires, agents, employees, servants & volunteers, with respect to any & all injury, disability, death or loss or damage to person or property associated with my presence or participation. Whether arising from the negligence of the releaser, or otherwise, to the fullest extent permitted by law. I AGREE, to indemnify & hold the LIVERY, its concessionaires, agents, employees, servants & volunteers, harmless from any & all claims & damages, loss, injuries, & expenses arising out of or resulting from my voluntary participation & pursuit of these water activities.

I, for myself & on behalf of my heirs, assigns, personal representatives & next of kin, hereby RELEASE, INDEMNIFY & HOLD HARMLESS the HCL, their officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers & if applicable, owners & lessors of the premises used for the activity ("Releasees"). WITH RESPECT TO ANY & ALL INJURY, DISABILITY, DEATH or loss or damage to the person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

The site of any lawsuit shall be in Buckingham County, Virginia & governed by the laws of the Commonwealth of Virginia & I hereby agree that if the HCL is forced to defend any action or lawsuit brought by myself, my executors, my heirs or assigns, i will pay any cost & attorney's fees that may arise from such litigation. The terms of this agreement shall continue even after the fact. If any part of this waiver is found to be invalid in the court of law, then it does not void or invalidate the rest of this agreement.

In order to induce the HCL to lease this equipment to me, I represent & warrant that I, & any person accompanying me, ARE CAPABLE SWIMMERS, WHO ARE AT LEAST SIX YEARS OLD & ARE PHYSICALLY FIT to handle any equipment that I lease. A life vest will be worn AT ALL TIME (when applicable) while I am entering or leaving the canoe, kayak, raft, tubes & I will cause my people accompanying me to do the same.

I WILL NOT permit the use of a life vest for sitting or kneeling.

I will comply with all Federal, State & County laws & regulations as well as all law enforcement officials. I UNDERSTAND THAT ALCOHOL & WATERSPORTS DO NOT MIX. I AGREE THAT NO ONE IN MY PARTY IS OR WILL BE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS. Neither my party nor I will JUMP or DIVE INTO OR OFF OF ANYTHING ALONG THE RIVER. I also confirm that I DO NOT HAVE ANY MEDICAL condition that would prevent my participation in these water sports. I REALIZE that ALL OF THE HCL's water trips are SELF GUIDED & I voluntarily participate AT MY OWN RISK. I UNDERSTAND THERE ARE NO LIFE GUARDS ON THE RIVER or the camping/campground areas.

I agree to return all equipment on the designated date & in the same condition as when I received it, I also agree to pay for all damages to the LIVERY equipment: If stolen, damaged or lost while in my possession.

I HAVE READ THIS RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTANDING ITS TERMS, AND HAVING A COMPREHENSIVE KNOWLEDGE OF THE ENGLISH LANGUAGE, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY.

NAME (PRINT) ADDRESS CITY/STATE/ZIP SIGNATURE

FOR PARENTS/GUARDIANS OF PARTICIPATING MINORS

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent & agree to his/her release as provided above all the Releasees, & for myself, my child & our heirs, from any & 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 RELEASEEE, to the fullest extent permitted by law.

MINOR CHILD SIGNATURE MINOR'S PRINTED NAME DATE SIGNED

PARENT/GUARDIAN SIGNATURE PARENT/GUARDIAN PRINT NAME DATE SIGNED