



# PARTICIPANT RELEASE OF LIABILITY ASSUMPTION OF RISK AGREEMENT

## \*\*\*READ BEFORE SIGNING\*\*\* ONE PERSON PER FORM ONLY

In consideration of being allowed to participate in any way in this program, related events, and activities, I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation.
3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. I, for myself & on behalf of my heirs, assigns, personal representatives, and next of kin, hereby **RELEASE, INDEMNIFY, & HOLD HARMLESS RUBBER DUCK OUTFITTERS**, their officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used for the activity ("RELEASEES"), 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 person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.
5. In order to induce Rubber Duck Outfitters to lease this equipment to me, I represent & warrant that I, and any person accompanying me, **ARE CAPABLE SWIMMERS** and can handle any equipment that I lease. A life vest will be worn at ALL TIMES by any person 12 years or younger, while I am entering or leaving the tube canoe, kayak, and/or tank, and I will cause the people accompanying me to do the same.

\*\*\*\*I will comply with all Federal, State, & County laws and regulations, including emergency orders from authorities such as water and forest controls relating to fires, or camping, or entering selected trip sites. **I UNDERSTAND THAT ALCOHOL & WATERSPORTS DO NOT MIX.**

**Health Statement** - I will notify **Rubber Duck Outfitters** ownership or employees if I suffer from any medical or health condition that may cause injury to myself, others, or may require emergency care during my participation.

**Media Statement** - By signing below, I hereby grant and convey to Rubber Duck Outfitters all right, title and interest in and to record my name, image, voice, or statements including any and all photographic images and video or audio recordings made by Rubber Duck Outfitters or by their cameras.

\*I realize that all of Rubber Duck Outfitters water trips are self-guided, and I voluntarily participate at my own risk. I understand there are **NO LIFE GUARDS ON THE RIVER.**

\*I agree to return all equipment on the designated date and in the same condition as when I received it. I also agree to pay for all damages to **Rubber Duck Outfitters** equipment if stolen, damaged, or lost while in my possession. The lessee agrees to pay **Rubber Duck Outfitters** \$25 for each lost or damaged canoe paddle, \$40 for a kayak paddle, \$15 for each lost or damaged life jacket or cushion, \$40 for each lost or damaged tube, and \$50 for each lost cover. Lessee also agrees to pay the current list price for each lost or damaged canoe, kayak, or tank.

YOU ARE REQUIRED BY LAW TO HAVE ONE LIFE JACKET **PER PERSON** ATTACHED TO YOUR TUBE, CANOE, KAYAK, OR TANK THE ENTIRE TRIP.

**PLEASE RESPECT OUR HOURS OF OPERATION. ALL EQUIPMENT MUST BE IN AT BOTNA BEND PARK NO LATER THAN 6:00 PM. A \$20 LATE FEE WILL BE ASSESSED FOR THOSE WHO DO NOT COMPLY!**

### I HAVE READ THIS AGREEMENT, WAIVER, AND RELEASE

Signature	Print Name	Date Signed
<b>For Parents/Guardians of Participants of Minority Age (under age 18 at the time of registration)</b>		

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 of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents 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.

Parent/Guardian signature	Print Name	Date Signed	Emergency Phone Number(s)
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**Please respect private landowners and no trespassing**