

# MILLER'S CANOE RENTALS, INC.

## ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT

**\*\*\*EACH PERSON MUST READ AND SIGN \*\*\***

### **Summary:**

By signing this paper, in two pages, I give up all rights I now have and all rights I may have in the future to bring any legal claim for damages against Miller's Canoe Rentals, Inc. or any individual acting on behalf of Miller's Canoe Rentals, Inc. by reason of the law of negligence or the law of contract (express or implied). I promise not to bring any such legal claim.

### **Assumption of Risk:**

- (1) I understand and accept that canoeing/kayaking exposes me to many hazards and that participating in a Miller's Canoe Rentals, Inc. canoe/kayak trip entails unavoidable risks of death, personal injury, and loss of or damage to property. I voluntarily choose to participate in this trip in spite of these risks and knowingly and freely **assume all such risks**, even risks arising from the negligence of anyone acting on behalf of Millers Canoe Rentals, Inc. or any other and assume full responsibility for my participation. I understand that the use of alcohol or drugs may impair my abilities and subject me to additional risk. I fully understand that I will be traveling at my own risk. I agree to abide by the policies of Miller's Canoe Rentals, Inc. and all safety warnings of Miller's Canoe Rentals, Inc. and its employees.
- (2) I understand I should be in good physical health to participate in a canoe/kayak trip. I have no health problems, physical disabilities or mental impairments that would preclude my participation. I have sufficient skill and fitness to participate. I am not under the influence of drugs or alcohol. I have the capacity to understand and sign this document. I either have insurance that will cover the costs of emergency medical treatment and/or transportation related to my participation or that I am willing to bear these costs myself. I authorize Miller's Canoe Rentals, Inc. to release or share participant medical information with health care providers.

### **Inherent Risks:**

- (3) I understand participation in a canoe/kayak trip involves that certain risks and dangers, including inherent risks, and these risks include, but are not limited to: death, personal injury, and loss of or damage to property; changing water flow or currents, submerged and semi-submerged objects, varying wind and weather conditions, natural obstacles and their condition, the presence of other watercraft, the speed at which I travel, the stability characteristics of a watercraft, collision, upset, overturn and sinking which can result in getting wet and injured, exposed to the elements, drowning, and personal property damage or loss; that wearing a U.S. Coast Guard approved flotation device is a basic necessary safety precaution for swimmers and non-swimmers; that I may suffer accidents or illnesses in remote places where there are no available medical facilities; including accident or illness caused by my own negligence, and that caused by co-participants. I acknowledge that these are just some of the known risks and that there are other inherent risks in this activity both known and unknown.

### **Waiver, Indemnification, and Release:**

- (4) In consideration of Miller's Canoe Rentals, Inc.'s offering or furnishing services and equipment to enable

me to make this canoe/kayak trip, I (for myself and on behalf of my heirs, assigns, personal representatives and next of kin), hereby **indemnify, agree to hold harmless, specifically release and forever discharge** Miller's Canoe Rentals, Inc. and its officers, agents and employees individually from any and all liability for claims for injury, illness, disability, death and loss of or damage to property that I may suffer while participating in a canoe/kayak trip or while on the property used by Millers Canoe Rentals, Inc. This release and discharge specifically includes, but is not limited to, liability or claims for injury, illness, disability, death, or loss of or damage to property caused by the negligence of Miller's Canoe Rentals, Inc. or its officers, agents, or employees individually. It is my intent to release Miller's Canoe Rentals, Inc. and these individuals and indemnify Miller's Canoe Rentals, Inc. and these individuals and hold it and them harmless from all liability for any property loss or damage, personal injury or loss of life, whether caused by the negligence of Miller's Canoe Rentals, Inc. or that of any person acting on its behalf or caused by breach of contract (express or implied).

**Indemnification:**

- (5) I agree to bear all costs and fees incurred by Miller's Canoe Rentals, Inc. and its agent, officers and employees individually in defending against claims made by me, my heirs, assigns, personal representatives and next of kin, or anyone else acting on my behalf.
- (6) I agree that Miller's Canoe Rentals, Inc. resides in Miami County in the state of Indiana, and agree that any claims and litigation involving any claim made by or through me and against it or any of its officers, agents or employees will be brought in and carried out in Miami County in the State of Indiana.
- (7) I agree that, if any part of this document is found to be void or illegal by a court, the other parts will remain in full force and effect and will be given the broadest construction possible by the courts of Indiana.

I AGREE THAT THE TERMS OF THIS AGREEMENT APPLY TO ANY MINORS OR INCOMPETENT PERSONS ACCOMPANYING ME. I AM EITHER THE PARENT, LEGAL GUARDIAN, OR A PERSON OTHERWISE HAVING DIRECT AND EXPRESS PERMISSION FROM THE PARENT OR LEGAL GUARDIAN FOR EACH SUCH MINOR OR INCOMPETENT PERSON TO ACCOMPANY ME AND FOR ME TO ENTER INTO THIS AGREEMENT RELEASING THE LEGAL RIGHTS OF THE MINOR OR INCOMPETENT PERSON. ON BEHALF OF SUCH MINOR OR INCOMPETENT PERSON, I ASSUME ALL RISK AND AGREE ON HIS BEHALF TO RELEASE HIS CLAIMS AND TO INDEMNIFY AND HOLD HARMLESS MILLER'S CANOE RENTALS, INC. (AND ITS OFFICERS, AGENTS AND EMPLOYEES INDIVIDUALLY) FOR ANY LOSS, LIABILITY, DAMAGES, OR COSTS ANY OF THEM MAY INCUR AS A RESULT OF ANY CLAIM MADE AGAINST ANY OF THEM BY OR FOR HIM AND BASED ON NEGLIGENCE OR BREACH OF ANY CONTRACTUAL DUTY (EXPRESS OR IMPLIED).

I HAVE CAREFULLY READ THIS DOCUMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS AN ASSUMPTION OF RISK, WAIVER, INDEMNIFICATION AND RELEASE AGREEMENT, AND I SIGN IT FREELY, VOLUNTARILY AND WITHOUT INDUCEMENT.

Check all that apply:            \_\_\_\_\_ Canoe            \_\_\_\_\_ Kayak

Group Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ Please check if you are age 18 or older

IF PARTICIPANT IS UNDER 18:

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Parent/Guardian/ Authorized Person Signature

\_\_\_\_\_  
Printed Name

Participant's Age \_\_\_\_\_

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

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