

Canal Fulton Canoe Livery Inc. - Release of Liability

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I, \_\_\_\_\_, residing at \_\_\_\_\_, acknowledge that I have voluntarily decided to participate in canoeing, camping and/or other related activities at the property, buildings and/or premises of Canal Fulton Canoe Livery Inc., 219 West Cherry Street, Canal Fulton, Ohio, and/or its affiliated campgrounds or properties. I further acknowledge that as the parent, guardian, or supervisor of \_\_\_\_\_, a minor child, I make this agreement, individually and on behalf of this minor child, to allow this minor child to participate in either one or both of these activities or any other activity related to the business of the Canal Fulton Canoe Livery Inc.

I am aware of the inherent and hazardous dangers associated with canoeing, camping and/or other related activities and recognize that the risks include, but are not limited to, those caused by the natural state of the waterway, terrain, facilities, temperature, weather, condition of the participants, condition of the equipment, vehicular traffic, lack of hydration, and actions of other people, including but not limited to, other participants in the activity, trespassers, and volunteers, employees, or owners of the business. I am voluntarily participating in these activities and related activities with knowledge of the actual or inherent dangers involved and assume any and all risks of personal injury, disability, death, property theft, and/or property damage. I certify that I am physically fit, have sufficiently trained for participation in the activity and have not been advised otherwise by a qualified medical person that I cannot participate in these activities.

In consideration of being permitted by Canal Fulton Canoe Livery Inc. and its affiliated organizations to participate in these activities, to utilize or otherwise obtain any services or goods offered, leased or sold by Canal Fulton Canoe Livery Inc. and its affiliated organizations, and of receiving permission from Canal Fulton Canoe Livery Inc. and its affiliated organizations to enter and use the premises, property and/or buildings along with associated facilities and campgrounds, I agree that I and my heirs, administrators, distributees, guardians, legal representatives, next of kin, successors, and assigns will not make a claim against, sue, attach the property of, make a demand against, execute against or prosecute Canal Fulton Canoe Livery Inc., its affiliated organizations, employees, agents, representatives, officers, distributees, successors, volunteers, subsidiaries, servants, advertisers, other participants, sponsoring agencies, lessors, family members and/or assigns for any personal injury, disability, death, property theft, or property damage, known or unknown, or actions of any kind occurring to me as a result of my participation in canoeing, camping and/or other related activities on, en route to, or from the premises utilized, sanctioned, leased, controlled, supervised, or owned by Canal Fulton Canoe Livery Inc., whether caused by the active or passive negligence, gross negligence, action, omission, or recklessness of Canal Fulton Canoe Livery Inc., its affiliated organizations, employees, agents, representatives, officers, distributees, successors, volunteers, subsidiaries, servants, advertisers, other participants, sponsoring agencies, lessors, family members and/or assigns

I also agree to indemnify and hold harmless Canal Fulton Canoe Livery Inc., its affiliated organizations, employees, agents, representatives, officers, distributees, successors, volunteers, subsidiaries, servants, advertisers, other participants, sponsoring agencies, lessors, family members and/or assigns from all claims, suits, losses, personal injuries, deaths, property loss and/or liability, and all other liability resulting directly or indirectly from or on account of activities engaged in by me, my guests, or members of my family on the recreational trail, premises with associated facilities and structures, campgrounds with associated facilities and structures and waterways utilized or owned by the Canal Fulton Canoe Livery Inc. or its affiliated organizations, such obligation to indemnify extending to the reimbursement of business for all expenses and suits including but not limited to, judgments, attorney's fees and costs.

I agree that I will use and employ life jackets and other protective gear provided by Canal Fulton Canoe Livery Inc. I further agree that the use of the equipment furnished by Canal Fulton Canoe Livery Inc. constitutes an acceptance of said equipment on a lease basis "AS IS" and Canal Fulton Canoe Livery Inc., its affiliated organizations, employees, agents, representatives, officers, distributees, successors, volunteers, subsidiaries, servants, family members and/or assigns are not liable for any personal injury, disability, property damage, or death resulting from any hidden, latent or obvious defect in said equipment. I agree to pay for any and all damage done to said equipment or property of others by me, my guests, or members of my family. If I fail to return any or all of said equipment, I will reimburse Canal Fulton Canoe Livery Inc. for the amount of the replacement costs. I also agree that no intoxicating liquor or beverage or drugs will be taken on the canoes, waterways and recreational trail or consumed at the campgrounds and associated facilities.

This release will be binding on the distributees, heirs, next of kin, executors, administrators, and personal representatives of each of the undersigned.

I am aware that this is a release of liability and a contract between me and Canal Fulton Canoe Livery Inc. and its affiliated organizations, acknowledge that I am over the age of eighteen (18) years and sign it voluntarily, with full knowledge and of my own free will on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Date \_\_\_\_\_