



Lincoln's New Salem Canoe Rental, Inc.

Assumption of Risk, Waiver and Release Agreement

Read before signing

Assumption of Risk:

• I understand and accept that canoeing and kayaking rental expose me to many hazards and that participating in a canoe or 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 hereby assume all risk of injury, disability, death, and loss or damage to property. I fully understand that I will be traveling at my own risk. I agree to abide by the rules and regulations/safety warnings of Lincoln's New Salem Canoe Rental, Inc (LNSCRI), and its employees.

• I understand I should be in good physical health to participate in a canoe/kayak. I acknowledge that I have no health problems, physical disabilities or mental impairments that would preclude my participation. I acknowledge that I have sufficient skill and fitness to participate. I am not under the influence of drugs or alcohol and there is no reason why I lack capacity to sign this document. I acknowledge that I have insurance that will cover the costs of emergency medical treatment and/or transportation related to canoe or kayak trips or that I am willing to bear these costs. I authorize LNSCRI to secure emergency transport and/or medical care when LNSCRI deems necessary, and I authorize LNSCRI to release or share participant medical information with medical care providers.

Inherent Risks:

• I understand that in signing this document for participation in a LNSCRI canoe or kayak trip that certain risks and dangers exist, 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, overturned and sinking can result in getting wet, injured, exposed to the elements, drowning, and personal property damage or loss, that for swimmers and non-swimmers, wearing a U.S. Coast Guard approved flotation device is a mandatory safety precaution, that I may suffer accidents or illnesses in remote places where there are no available medical facilities, my own negligence, and co-participant behaviors. To 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 and Release:

• In consideration of LNSCRI furnishing services to enable me to make this canoe or kayak trip, I for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby, indemnify, specifically release and forever discharge LNSCRI and its officers, agents and employees from any and all liability or claims for injury, illness, disability, death and loss of or damage to property that I may suffer while participating in this canoe or trip. 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 LNSCRI or its officers, agents, or employees. It is my intent to release LNSCRI and indemnify LNSCRI and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of LNSCRI or by alleged breach of contract, breach of warranty, or any other legal theory.

Indemnification:

- I hereby agree to bear all costs and fees incurred by LNSCRI in defending themselves against the claims of mine, my heirs, assigns, personal representatives and next of kin.
- I acknowledge that LNSCRI holds residency in Menard County in the state of Illinois, and agree that any claims and litigations will be brought in and carried out in Menard County in the state of Illinois.
- I expressly acknowledge and agree that if any part of the 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 Illinois.

Equipment:

- It is further understood that the undersigned will be liable for all losses or damage due to any cause whatsoever, while said equipment (canoes, kayaks, paddles and personal flotation devices) is in his/her possession.
- Customer shall pay the retail replacement cost for each damaged, lost or unreturned piece of equipment.

I have carefully read this document and understand its contents. I am aware that this is an assumption of risk, waiver, and release agreement, and I sign it freely, voluntarily and without inducement. I also understand that I should not and may not participate in this activity if I am under the influence of alcohol or drugs.

In signing this document, I fully recognize that if injury, illness, disability, death, or damage occurs to me or my property while engaged in this canoe or kayak trip, I will have no right to make a claim or file a lawsuit against LNSCRI or its officers, agents, or employees, even if they are negligent in causing my injury, illness, disability, death, or damage.

Participants agree to wear personal flotation device at all times, as instructed.

Name _____

Address _____

City, State, Zip _____

Phone _____

Individuals in canoe/s _____

Signature _____

Date _____

For Parents / Guardians of Participants under 16 Years of Age

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 liabilities incident 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.

Date Signed _____

Date Signed _____

Date Signed _____

Date Signed _____

Parent / Guardian Signature