

Maumee Bay Kayak Livery LLC

THIS IS A WAIVER AND RELEASE OF LIABILITY-READ BEFORE SIGNING

In consideration of being allowed to participate in any way in the Maumee Bay Kayak Livery LLC Program, its 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, and while particular skills, equipment, and personal discipline may lessen this risk, the risk of serious injury does exist; and,

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEE or others, and assume full responsibility for my participation; and,

3. I willingly agree to comply with the stated and customary terms and conditions for participation, I will remove myself from participation and bring such to the attention of the Company immediately; and,

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

I also agree to be responsible for each kayak, paddle, and life jacket rented and if lost or stolen will pay the replacement value of \$500.00 for each single kayak, \$700.00 for each double kayak, \$50.00 for each paddle, and \$30.00 for each life jacket. I further agree to return said equipment to Maumee Bay Kayak Livery LLC in the same general condition at the expiration of the rental period (ordinary wear and tear expected). I also agree to return by the posted times or pay a fee of \$10.00 per half hour per boat. If payment was made by credit card I understand this fee will be charged to my credit card.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITH OUT ANY INDUCEMENT.

SIGNATURE:

Date Signed

Age:

Please Print

Name:

Street:

City:

State:

Zip:

Phone:

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINORITY AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)

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 child and our 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.

PARENT/GUARDIAN SIGNATURE

(PRINT NAME OF CHILD)

Date Signed:

PARENT/GUARDIAN SIGNATURE

(PRINT NAME OF CHILD)

Date Signed: