

Please read this waiver, fill in your info & type your signature.

Then download it to your computer, and email it to Cindy@canoelady.com.

You will **not be able to go on your trip unless your signed waiver has been received via email.**

Release of Liability and Assumption of Risk for Bluffview Canoe Rental

1. DISCLAIMER

This Waiver and Release is applicable to all renters, operators, passengers, and users of equipment provided by Bluffview Canoe Rental. *(For purposes of the Waiver and Release, the term "Bluffview Canoe Rental" includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Bluffview Canoe Rental). If any other rental agreement is used in addition to, or in conjunction with, this Release, the provisions of this Release shall prevail over any other clauses in the rental agreement that are inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on behalf of undersigned's minor children. Renter agrees that he/she will disclose to Bluffview Canoe Rental all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Bluffview Canoe Rental of all potential operators, passengers, or users, of said equipment, he/she will be personally liable for any damages to the undisclosed individuals.

2. EXPRESS ASSUMPTION OF RISK

The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by Bluffview Canoe Rental at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation or use of the rental equipment, or premises, and assumes all risk of injury, illness damage or loss that might result, even if the risks arise out of the negligence or fault of Bluffview Canoe Rental. Potential risks include but are not limited to drowning, moving water situations (i.e.: any and all rapids, waterfalls, river currents, etc.) lightning (on water or on land), wind (on water or land), wind (on water or land), domestic fire (I.e.: stoves, campfires etc) wildlife (I.e.: forest fire, etc.) falling objects (I.e.: rocks, trees, tree branches & limbs, etc.) rip hazards (in camp on portages, hiking, etc.), wildlife & plants (I.e.: scratching or biting animals poisonous plants, etc) absence of medical assistance (I.e.: lack of quick response medical help and/or difficulty with emergency evacuation, etc.). The undersigned also understands that there are unknown risks which cannot be anticipated, and that he/she cannot be informed about all of the potential risks and dangers inherent to wilderness canoeing and camping. This wilderness area is constantly changing environment.

3. WAIVER/RELEASE OF LIABILITY

By the execution of this Release the undersigned agrees that Bluffview Canoe Rental shall not be liable for any damages arising from personal injuries sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment or premises provided by Bluffview Canoe Rental. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that Bluffview Canoe Rental shall not be liable for any loss or theft of personal property.

4. LIABILITY TO THIRD PARTIES

The undersigned hereby agrees that he/she will indemnify and hold harmless Bluffview Canoe Rental for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operators and passengers of other watercraft and minor children under the undersigned's custody, care and control, as a result of any and all activities related to the rental, operation, or use of equipment or premises provided by Bluffview Canoe Rental, even if such damages arise out of the negligence or fault of Bluffview Canoe Rental.

5. DAMAGE DEPOSIT

Bluffview Canoe Rental will not collect a damage deposit. Upon return a Bluffview Canoe Rental representative will inspect the equipment for damage. If damage occurs, renter agrees he/she is fully responsible for the remainder of the costs incurred to repair or replace the watercraft to the same condition as the time the rental agreement was started. The renter also understands that he/she is responsible for the retrieval and/or replacement of the watercraft, life jacket, paddles or an other items, if these items are in any way lost, or stolen or misplaced during the rental period. If any damage occurs, Bluffview Canoe Rental will provide an itemized repair bill, including lost rental time (lost rental time begins with the date of the itemized repair bill, and stops when the watercraft is once again available for rental). The itemized repair bill, including lost time, and reasonable attorney's fees must be paid in full upon renter's receipt of the bill.

6. CONDITION OF BOAT UPON RETURN

The renter shall return the boat to the specified location clean and free of garbage and debris, in the same condition in which the boat was rented with ordinary wear and tear being acceptable.

7. The renter shall be responsible for all cost occurred for non emergency help.

8. ACKNOWLEDGMENT OF WAIVER AND RELEASE

The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment, or premises from Bluffview Canoe Rental with the knowledge that signing this Release is a requirement for rental operation, and use of said equipment or premises. The undersigned further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against Bluffview Canoe Rental for Bluffview Canoe Rental negligence.

READ RELEASE BEFORE SIGNING

Print Name: _____ signature: _____

Parent or Guardian Additional Agreement(must be completed for participants under the age of 18)

Date _____

In consideration of _____ (print minors names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releases from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or guardian _____ Print name: _____