

Willow Kayaks LLC

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in the kayaking/canoeing, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence **Willow Kayaks LLC** and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that the kayaking/canoeing involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail or river route location, and water level, risks of falling out of or drowning while in a canoe or kayak and other risks, hazards and dangers that are integral to recreational activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of **Willow Kayaks LLC** or by any other person.. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.

2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.

6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

Signature _____ Print Name _____
Address _____ City _____ State _____ Zip _____
Telephone (____) _____ Date _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees 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 _____ Date _____

Willow Kayaks LLC

River Etiquette

Due to its ideal location and special beauty, the Willow River attracts a wide variety of people, including fishermen, hikers, picnickers, landowners, and boaters. In order for all of these diverse recreationists to share the river in harmony, it is essential that everyone shows consideration for others and adopts a cooperative, friendly attitude. Because kayakers pass within range of so many other users-- it is especially important that they minimize their impact on others by practicing the skills of river etiquette. Please initial that you understand these rules to help kayakers lessen the impact of others who are using the river and make everyone's day more enjoyable.

KEEP THE NOISE DOWN IN OCCUPIED AREA'S

Excitement is a part of river boating and a few hoots and hollers are appropriate. However, excessive yelling, screaming, and music can be very annoying and disturbing to riverside residents and others who have come to the river to relax. Keep the noise down when others are nearby and when floating past residential areas since many will have their windows open on the beautiful days you are enjoying. **Initial** _____

PACK IN, PACK OUT

No trace left behind. Please be mindful of the pristine environment you are experiencing and pick up all litter you see and take out any that you produce. **Initial** _____

BE COURTEOUS OF THOSE FISHING

When passing people fishing, be quiet, don't water fight, and if safety permits, move to the opposite side of the river. Above all--with the possible exceptions of emergencies--avoid running over fishing lines and don't eddy-out near someone fishing. If you do (inadvertently) disrupt their activity, take time to apologize. **Initial** _____

PRIVATE PROPERTY: DON'T TRESPASS

Nearly all the riverbank is private land. Respect the property rights of private landowners and, except in emergencies, do not go ashore without the permission of the landowner. And, of course, keep your noise down in residential areas. Respect private property by staying in your boat. Only debark at sandbars, islands and rock ledges. **Initial** _____

BE CORDIAL, PATIENT AND HAVE FUN!

As you float downriver, never pass another group of boaters without first politely asking permission to do so. Avoid cutting into, and therefore breaking apart, another group's trip. Remember, as canoers and kayakers, you are very visible to the local community. Your actions reflect on all boaters. A little bit of consideration and politeness can go a long way in building positive relations among all of the people who share the Willow River. **Initial** _____

Be alert to what is ahead AT ALL TIMES! **READ THE RIVER.**

****If you are not prepared, the river will let you know.
Be prepared to get wet, you will be kayaking in water.**

Damage Waiver

YES, I AM AWARE OF THE FOLLOWING:

1) Lost equipment will be replaced at the rate of retail minus 10%. _____ 2) All equipment must be returned by the close of business day or I will be charged for an extra day's rental. _____ 3) To ensure the quality of our rental, all equipment will be inspected upon return. Please allow sufficient time for inspection and checking time. NO EXCEPTIONS. DAMAGE/SECURITY DEPOSIT I agree to pay for any lost or damaged equipment.

Signature: _____

Date: _____