

CanoeSport Outfitters' Waiver of Liability

Canoe, Kayak, Stand Up Paddleboard, and Paddleboat Rentals

I am a person of legal age and will be referred to as "Releasor" in this document. CanoeSport America, Inc. d/b/a CanoeSport Outfitters, employees, agents, instructors, operators, bailees, heirs, administrators and executors, successors and assigns will be referred to as "Releasee" in this document.

In consideration of CanoeSport Outfitters furnishing services or equipment to enable me to participate in on-water activities, I agree as follows:

I fully understand and acknowledge that outdoor recreational and on-water activities have inherent risks, dangers, and hazard. By renting equipment and participating in these activities I am accepting any and all of the potential risks on behalf of myself and any minor in my care. Releasor, and/or Releasor's spouse, child or ward, intends to rent equipment or participate in on-water boating activities organized or offered by CanoeSport America, Inc. In consideration of being permitted to so participate, Releasor and Releasor's spouse, child, ward, heirs, legal representatives, administrators and executors, successors and assignees, hereby covenant not to sue and release, waive and discharge Releasee from any liability, claim or cause of action of whatever kind, arising out of any known or unknown personal injuries known or unknown, death or property damage, including any claim of loss of consortium, resulting from any accident that may occur as a result of participation in this activity, whether caused by negligence or not.

I, the undersigned, hereby agree not to sue and release CanoeSport America, Inc., individually and d.b.a. CanoeSport Outfitters and its' employees from any claim or cause of action, of whatever kind, arising out of any known or unknown personal injuries, death or property damage, including any claim for loss of consortium, resulting from any accident that may incur as a result of participation in this activity or transport to and from said activity, whether caused by negligence or not. I assume full responsibility for any passengers which may accompany me and forfeit any claim whatsoever on account of first aid, treatment or service rendered during transport or participation in this activity by myself or passengers. I, the undersigned, understand I am renting a boat at my own risk and accept full responsibility of said contract. I further agree to pay for all lost or damaged equipment while I am renting it under said contract. Should I bring any action against Canoe Sport America, I shall be liable for all attorney fees therefrom, and it shall be subject to the laws of the State of Iowa and brought in Warren County.

I understand there is no swimming off any boat or watercraft and I and all those with me are required to wear a life preserver at all times.

This Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the state of Iowa. If any portion of this Release and Waiver of Liability is held invalid, it is agreed that the balance shall continue in full force and effect.

This release contains the entire agreement, and the terms of this release are a binding contract.

I have carefully read this Release and Waiver of Liability before signing and certify under penalty of perjury and pursuant to the laws of the State of Iowa that I have read, understand and accept the same.

This document is valid for the full calendar year in which it was signed.

Participant's Signature

Date

Participant's Signature

Date

Print Name

Print Name

Participant's Signature

Date

Participant's Signature

Date

Print Name

Print Name

If any of the above participant is a minor, a legal guardian must sign!

CanoeSport Outfitters' Waiver of Liability

Canoe, Kayak, Stand Up Paddleboard, and Paddleboat Rentals

STATEMENT OF RISK ACKNOWLEDGEMENT

PLEASE READ THIS DOCUMENT COMPLETELY BEFORE SIGNING THE RENTAL AGREEMENT & WAIVER OF LIABILITY. BE SURE YOU UNDERSTAND IT FULLY. IF YOU HAVE QUESTIONS PLEASE ASK OR CONSULT AN ATTORNEY.

By voluntarily agreeing to rent on-water equipment from CanoeSport Outfitters you are acknowledging that all paddling and outdoor activities for which the equipment is being rented will require a certain level of **physical activity and exposure to inherent risks** that may result in serious injury or even death. You are also agreeing that you and all in your party possess the requisite strength and skill to use the rental equipment for the purpose intended.

CanoeSport Outfitters is not responsible for the weather. Weather conditions may change during your rental, and YOU are responsible for assessing conditions throughout your rental and returning all equipment in the event of threatening skies or winds that exceed your capability. Weather conditions can and do rapidly change. There is no guarantee that high winds, rough water, cold temperatures, or other dangerous conditions will not be experienced during your rental. There are also risks of slips, trips, falls, and exposure to wildlife that may result in serious injury or death.

By signing, you agree to always wear a PFD while on the water and will refrain from the use of alcohol or any other drug or substance that could affect usage of said equipment for the duration of the rental.

I have carefully read this agreement and fully understand its contents. I certify under penalty of perjury, that I have read and understand the contents of this document and that I am cognizant of the inherent dangers, risks, and hazards involved with on-water activities and willingly accept those risks.

RULES FOR OPERATING RENTAL EQUIPMENT

- A lifejacket must be worn and fastened by all passengers at all times.
- I understand no one may possess, consume, or be under the influence of alcohol or any other drug or substance that could affect usage of the equipment while riding, operating or renting any boat.
- I will not swim or allow anyone else to deliberately swim from any boat or paddleboard.
- I will not allow additional people on any boat unless they have signed a waiver and checked in with staff.
- NO REFUNDS ARE GIVEN DUE TO WEATHER OR EQUIPMENT BROKEN WHILE BEING USED!
- Late fees may include any hourly rates beyond your rental time plus \$20.00 per hour for every hour a boat is late.
- A fee of no less than \$50 will be added to all late fees if staff is required to retrieve a boat or equipment!
- I understand I may be charged an additional fee of \$10 if the boat returned requires excess cleaning.
- I agree to pay for all damages and any loss of equipment that occurs during the time I am renting it.
- I agree that all equipment was working properly at the beginning of my rental.

Renter's Street Address

City

State

Zip

Each passenger, operator of a boat, and primary renter must initial to acknowledge acceptance of the risks and rules stated above.