



Adventure Pro Outdoors, LLC (APO) RIVER TRIPS

Murray's Landing Canoe & Kayak Livery (ML) DBA

Participant Waiver & Release of Liability Agreement

Put "X" number of equipment" next to each piece of equipment & "X" trip length you booked.

PRIMARY RENTER: _____ LICENSE PLATE #: _____ # of Vehicles: _____

EQUIPMENT: _____ Tube _____ Cooler Carrier _____ Canoe _____ Kayak _____ Tandem Kayak _____ Transport

TRIP: _____ 1.5-mile _____ 3-mile _____ 6-mile _____ 8-mile Start Time: _____ End Time: _____

In consideration of the services provided by Adventure Pro Outdoors, LLC and all others associated with this business (hereinafter referred to as "Lessor"), I (Lessee) agree to the following:

1. I have been provided with the appropriate equipment as well as a training upon request.
2. I understand that this type of outdoor activity has risks, dangers, and hazards on and off the water. This includes while in the watercraft or outside of the watercraft. Participation in such activities can result in injury, illness or death including but not limited to the following: bodily injury, disease, infection, paralysis, disability, or death. The risk, dangers and hazards may be by fault of the negligence of Lessor, the participant, or others as well as accidents, breach of contract, nature or any other. These include foreseeable/unforeseeable causes including but not limited to: Lessor guide decisions dealing with terrain, weather, location, water level and any other risks, danger and hazards that can take place in such an environment. By agreeing to participate, I assume all risk, dangers and hazards and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or any other conduct of Lessor or by any other person.
3. By signing, I understand that the description of the risks, dangers and hazards is not complete and that other unknown or unanticipated incidents may result in injury or death. I also agree to assume all responsibility herein for myself and any minors listed for any risks, dangers or hazards identified as well as not identified. I have adequate life, health and disability insurance for all participants. My participation in this is purely voluntary; am not being forced to participate. Any minors and I listed elect to participate in spite on of risks, dangers, or hazards.
4. I also verify that I am in good health, not under the influence of any drugs or alcohol of any kind, nor do I have them in my possession. I understand that Lessor reserves the right to refuse any person it judges to be incapable of meeting participation requirements.
5. As a participant, I agree that any photographs or videos of listed participants taken by Lessor can/may be used in advertising, promotion or any way Lessor sees fit.
6. I agree to not litter.
7. I agree to no "Bridging" of any vessel. Bridging can cause major vessel damage or injury. Please ask Lessor staff if you have questions or concerns with bridging.

I have read, understand, and accept the terms and conditions stated herein and acknowledge that this Participant Waiver and Release of Liability Agreement shall be effective and binding upon myself, my heirs, assigns, personal representatives, estates and for all members of my family, including any minor accompanying me, and/or participating in this activity. I acknowledge that I am not relying on oral, written or visual representatives or statements by APO to induce me to participate in this activity

Print Name: _____ Signature: _____ Date: _____

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MINOR ACKNOWLEDGEMENT

In the case of a minor participant (under 12 years), undersigned parent or guardian acknowledges that he/she is not only signing this agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this agreement. Additionally, by signing this agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate. By signing this agreement without a parent or legal guardian's signature, under penalty of fraud, represent that he/she is at least 12 years of age. If signing as the parent or guardian of a minor participant, signing adults represent, under penalty of fraud, that they are a legal parent or guardian of the minor participant.

Minor Name: _____ Age: _____ Parent/Guardian Signature: _____

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