

RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS & INDEMNIFICATION AGREEMENT

Time Out/In _____
Trip

BELOW FOR USE BY RENTAL CLERK ONLY

Notice: By signing this document you may be waving certain legal rights, including the right to sue.

To the extent that any portion of this Agreement is deemed to be invalid under the law of Ohio, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

Release & Waiver of Claims, Assumption of the Risk & Indemnification Agreement

In consideration of being allowed to use the facilities and equipment and participate in canoeing, kayaking and other activities (collectively the "Activities") provided by Blackhand Gorge Adventures LLC (the "Host"), the Participant(s), and the Participant's parent(s) or legal guardian(s) if the Participant(s) is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant's participation in the Activities or the use of any equipment provided by the Host ("Equipment"), including while receiving instruction and/or training;
- 2) **TO ASSUME ALL RISK** of participating in the Activities and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers. The Participant and his/her parent(s) or legal guardian(s) understanding that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) **TO RELEASE** the Host, its owner, affiliates, operators, employees, agents, and officers of Blackhand Gorge Adventures LLC. from all liability for any loss, damage, injury, death or expense that the Participant (or his/her next of kin) may suffer, arising out his/her participation in Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and **TO INDEMNIFY** the Host, its owners, affiliates, operators,
- 4) employees, agents and/or officers, from all liability and for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training.

Personal Responsibility

The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant's participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Host's Equipment and facilities before any participation.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Activities, the Participant and his/her parent(s) or legal guardian(s) observe any unusual hazard or condition which they believe jeopardize Participant's personal safety or that of others, Participant immediately bring said hazard or condition to the attention of the Host.

Canoes ___ Paddles ___ Jackets ___ Kayaks ___ Tubes ___

Children 6-12 _____ X \$10.00 = _____

Customers 13+ _____ X Rate = _____

Equipment Deposit _____ X \$ 20.00 = _____

Coupons (Y/N) _____ X Value = _____

Total = _____

NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE (_____) _____

EMAIL _____

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHT, INCLUDING THE RIGHT TO SUE. I ALSO UNDERSTAND I MAY BE CHARGED ADDITIONAL FEES IF I AM NOT AT THE PICKUP POINT BY MYSCHEDULED TIME OR IF I GO BEYOND THE PICKUP POINT.

Adult Signature _____ Print _____

Parent/Guardian Signature _____ Print _____

Minor Name _____

Minor Name _____

Minor Name _____

Minor Name _____
