

Savannah Rapids Kayak Rental, LLC
Savannah Rapids Park
3300 Evans to Locks Rd.
Martinez, GA 30907
(706) 832-5323

CELL# _____

Participant Release of Liability and Assumption of Risk Agreement

Participant's Name: _____

In consideration of being allowed to participate in any way in the program, related events and activities, I, the undersigned, acknowledge, appreciate and agree that:

The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis or death. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Savannah Rapids Kayak Rental, LLC, or others and assume full responsibility for my participation. Savannah Rapids Kayak Rental, LLC does not provide any guides, guidance, training, etc. in use or operation of the kayak or canoes.

I willingly agree to comply with the terms and conditions for participation. If I observe any unusually significant hazard during my participation and in my presence, I will safely remove myself from participation and bring attention of the hazard to the nearest official immediately. I, for myself and on behalf of my heirs, personal representatives and next of kin hereby release, indemnify and hold harmless Savannah Rapids Kayak Rental, LLC, its officers, officials, agents, employees, other participants, sponsors, advertisers and if applicable, owners and lessors of premises used to conduct the event from any and all claims, demands, losses and liability arising out of or related to any injury, disability or loss of life that occurs, or loss or damage to person or property, whether arising from the negligence of the Savannah Rapids Kayak Rental, LLC, I or otherwise as allowed by law.

1. In addition to regular charges, the following charge may be levied: A charge of \$10.00 for each hour or part thereof for equipment returned late.

2. Renter shall obey all state and local Boating Regulations, and all lawful directives from appropriate emergency or law enforcement personnel, while operating or renting the boats. In the event of a citation for violation of these rules the Renter shall be solely responsible. Renter agrees to immediately notify Lessor of any incidents or injuries occurring while renting boats.

3. Renter represents that he or she is capable of operating the Equipment and finds it in good working order, condition and repair.

4. Renter shall bear all risk of damage or loss of the Equipment, or any portions thereof, including but not limited to damage or theft, and shall pay Lessor the cost of repair or replacement.

5. RECOGNITION OF RISK; Renter expressly acknowledges that boating is an activity with inherent risks of injury to persons and property; Renter is aware of those risks and understands them. Renter acknowledges that lifejackets are made available for use while boating, and that all boaters are required to wear lifejackets while operating a rented boat. Renter understands that use of a lifejacket does not remove all risks of injury; nor does it make boating a safe activity. Renter alone has determined the sufficiency of any safety gear or other precautions that Renter decides to take to minimize the risks of the activity. No party related to Lessor, including Owner and Employees, has made any representations regarding the safety of, or the risks of the activity. Renter expressly assumes the risks of the activity.

6. Renter releases permission to use photos taken of them by Savannah Rapids Kayak Rental staff for social media and promotional use of Savannah Rapids Kayak Rental and affiliates.

I have carefully and thoroughly read this Release of Liability and Assumption of Risk Agreement in its entirety. I fully understand its terms. I understand that I have given up substantial rights by signing this agreement and sign it freely and voluntarily without any inducement or coercion.

Participant's Signature

Date

Age

- Rental limit: 4 hours
- Alcohol prohibited
- No large coolers

For Parents or Guardians of Participant of Minor Age (Under Age 18 at Time of Registration)

This is to certify that I, as parent or guardian with legal responsibility for this participant, do consent and agree to this release as provided above, and for myself, my heirs and next of kin, I release and agree to indemnify and hold harmless Savannah Rapids Kayak Rental, LLC from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, even if arising from the negligence of Savannah Rapids Kayak Rental, LLC as permitted by law. Please print the name(s) and birthdate(s) of any minors that, you, their legal parent or guardian, are claiming and hereby lawfully signing on behalf of:

1. _____
(Minor's Name) (DOB) (Signature, if applicable)
2. _____
(Minor's Name) (DOB) (Signature, if applicable)
3. _____
(Minor's Name) (DOB) (Signature, if applicable)
4. _____
(Minor's Name) (DOB) (Signature, if applicable)

Signature of Parent or Guardian

Date

Emergency phone number