



# JAMES RIVER BASIN CANOE LIVERY, INC.

D.B.A. Twin River Outfitters

653 Lowe Street, Buchanan, VA 24066

Phone: 540-261-7334 Internet: canoevirginia.net Email: tro@canoevirginia.net

## PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

\*\*\*\*READ BEFORE SIGNING\*\*\*\*

Participant Name

Organization / Group Name (Optional)

Address

Phone Number

City, State ZIP

Email

Vehicle Make / Model / Color

Emergency Contact Number

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:

1. The risk of injury from the activities involved in this program is significant including the potential for permanent paralysis and death.
2. I KNOWINLY AND FREELY ASSUME ALL SUCH RISK, both know and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.
3. I willingly agree to comply with the terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE JAMES RIVER BASIN CANOE LIVERY, LTD, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and if applicable, owners and lessors of land or premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. I will wear my life jacket at all times while on the water and will comply with all Federal, State and Local laws. I understand that consumption of alcoholic beverages is unsafe for any water activity and illegal in public (Which includes on the river and at public boat landings), and not approved by the Livery. The Livery will refuse service to anyone who is intoxicated with NO REFUNDS MADE.
6. I hereby agree to return all equipment at the mutually agreed set time, date, location in the same condition as it was received. I also agree that the boat will only be taken on the waters agreed to prior to the trip.
7. I agree to report all damage or lost items immediately at the end of the trip and pay for them at that time, plus any collection or attorney's fees that the Livery incurs though my failure to do so, according to the following schedule:

|  |                                       |
|--|---------------------------------------|
| Boat damaged beyond repair, (Includes during Recovery) | \$900 /\$300 Kayak                    |
| Broken / Lost Thwart (Includes during Recovery)        | \$25                                  |
| Broken / Lost Seat (Includes during Recovery)          | \$40                                  |
| Hull torn or punctured (Includes during Recovery)      | \$20 per inch                         |
| Hull crushed or wrinkled (Includes during Recovery)    | \$50                                  |
| Broken / Lost Endcap (Includes during Recovery)        | \$30                                  |
| Paddle Lost, Broken, or unreturned                     | \$20 canoe paddle / \$40 kayak paddle |
| Life jacket lost                                       | \$25                                  |
| Boat recovery (When possible & convenient & safe)      | \$20 each man hour, \$45.00 Min       |
| Pick up after 7 PM                                     | \$15 per boat                         |

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X

Participant's Signature

AGE

DATE

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provide above of all the Releases, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees 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 THE RELEASEES, to the fullest extent permitted by law.

X

Parent/Guardian Signature

DATE