



WAIVER AND RELEASE OF LIABILITY – PLEASE READ CAREFULLY

In consideration of **RiverWitch Kayak Rentals & Tours, LLC (RKR&T)** furnishing services and/or equipment and/or camping facilities to enable me to participate in kayaking, standup paddle boarding (SUP), camping or other recreational activities I agree as follows:

I fully understand that there are risks, hazards and dangers associated with the services and activities provided by **RKR&T**. These risks include, equipment failures, the uncertainties of the river or of the weather, hazards in the river, collisions while traveling by vehicle or on the river, altercations with other people on the river, including altercations with other participants in the same activity, and theft of property whether in or outside my vehicle. I am voluntarily participating in these activities and am using the services of **RKR&T** with full knowledge of the risks involved and I accept and assume all risks of the activities and services whether or not described above, known or unknown, foreseeable or unforeseen. I understand that these risks may include loss of property or injury to person or death.

I am physically/mentally able to participate in water sport activities in which I am about to engage and able to board and disembark a kayak/SUP unaided and I will not hold **RKR&T**, its employees, agents, endorsers or other associated parties responsible if I am injured as a result of ANY problems (medical, accidental or otherwise) which occur while paddling or riding in the kayak/SUP or participating in the trip.

I understand I have a duty to exercise reasonable care of my own safety and I agree to do so. Water shoes, insect repellent, sunscreen and water are my responsibility. I will alert my guide immediately during my trip or lesson if I am uncomfortable with my kayaking/SUP abilities.

I understand that the guides/instructors have limited medical facilities. Appropriate medical care must be summoned by phone and treatment will be delayed until I can be returned to shore and/or transported to a proper care facility.

I agree for myself and for all minors for whom am parent or guardian for my heirs, successors and assigns, that I release **RKR&T**, its owners, agents and employees from any and all claims, damages, and injuries, including all injuries to person or to property, arising directly or indirectly out of the activities or services provided by **RKR&T**. This release and the following indemnification includes any claims arising, in whole or in part from negligent acts or omissions of **RKR&T**, its owners, agents or employees. I specifically understand that I am releasing, discharging and waiving any claims, expenses and demand, including attorney fees, or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of **RKR&T**, that are related, directly or indirectly, to my, or any minor for whom I am parent or guardian, use or participation in the services or activities provided by **RKR&T**. You have the right to refuse to sign this form and **RKR&T** has the right to refuse participation if you do not sign this form.

Social Media

I understand that photos and/or videos may be taken and authorize **RiverWitch Kayak Rentals & Tours/ LLC** to use such photos/videos for websites and social media. To opt out, please contact **RKR&T** directly.

I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT FROM THE DATE OF MY SIGNATURE AND FOREVER INTO THE FUTURE.

Date of Activities: ____/____/____ **to (if appropriate) Date** ____/____/____

NAMES (please print): _____

Street Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Phone: _____ **Email:** _____

Signature: _____

**Your guides work hard for you. Any gratuity you feel appropriate will be greatly appreciated.