

Date _____ Depart _____ \$\$\$ _____

Canoe ___ Kayak ___ Tubes ___ Batteau ___

Waiver of Liability, Assumption of Risk and Renters Agreement

(Warning, Acknowledgement of Risks, Assumption of Risk and Responsibility, Lease/Agreement)

Taking into consideration the risks involved on the river, **I UNDERSTAND** there are seen and unseen dangers and risks that may bring harm, sometimes even resulting in death, that is sunburn, insects, animal bites, heat stroke, dehydration, hypothermia, sprains, cuts from broken limbs and protruding rocks or sticks. Canoes, kayaks and tubes may overturn and injuries may occur when using this equipment, resulting in death to my party or to me. I also **UNDERSTAND** sever storms or **ACTS OF GOD** may arise at a moments notice and I will immediately my party and myself off the river. **I UNDERSTAND THAT ALL TRIPS ARE SELF GUIDED** and that I am personally accountable for self-rescue and that of my party.

In consideration of James River Float Company ("herein the LIVERY") leasing the equipment to me, **I ASSUME ALL LEGAL responsibility for the INHERENT RISK and DANGERS**, seen or unseen, of bodily injury and loss of personal property by any person, including without limitations myself & anyone accompanying me, as a result of the use or misuse, operation, transportation, possession of such equipment & hereby release from any & all liability the LIVERY, its concessionaries, agents, employees, servants & volunteer, with respect to any and all injury, disability, death or loss or damage to person or property associated with my presence or participation. Whether arising from the negligence of the releaser, or otherwise, to the fullest extent permitted by law. **I AGREE**, to indemnity & hold the LIVERY, it's concessionaires, agents, employees, servant & volunteers, harmless from any & all claims & damages, loss, injuries, and expenses arising out of or resulting from my voluntary participation & pursuit of these water activities.

I, for myself & on behalf of my heirs, assigns, personal representatives & next of kin, hereby **RELEASE, INDEMNIFY, & HOLD HARMLESS THE LIVERY**, their officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, & if applicable, owners & lessors of premises used for the activity ("Releasees"). **WITH RESPECT TO ANY & ALL INJURY, DISABILITY, DEATH** or loss or damage to person or property associated with my presence or participation, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extend permitted by law.

The site of any lawsuit shall be in the City of Lynchburg, Virginia and governed by the laws of the Commonwealth of Virginia & I hereby agree that if the LIVERY is forced to defend any action or lawsuit brought by myself, my executors, my heirs or assigns, I will pay any cost and attorney's fees that may arise from such litigation. The terms of this agreement shall continue even after the fact. If any part of this waiver is found to be invalid in court of law, then it does not void or invalidate the rest of this agreement.

In order to induce the LIVERY to lease this equipment to me, I represent & warrant that I, and any person accompanying me, **ARE CAPABLE SWIMMERS, WHO ARE AT LEAST SIX YEARS OLD & ARE PHYSICALLY FIT** to handle any equipment that I lease. A life vest will be worn at ALL TIMES (when applicable) while I am entering or leaving the canoe, kayak, or and/or tube and I will cause my people accompanying me to do the same.

***I WILL NOT permit the use of a life vest for sitting or kneeling.

***I WILL comply with all Federal, State, & County laws and regulations, including emergency orders from authorities such as water and forest controls relating to fires, or camping or entering selected trip sites. **I UNDERSTAND THAT ALCOHOL & WATERSPORTS DO NOT MIX. I AGREE THAT NO ONE IN MY PARTY IS OR WILL BE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.** Neither my party nor I will jump or dive into the river. I also confirm that I DO NOT HAVE ANY MEDICAL condition that would prevent my participation in these watersports. **I REALIZE that ALL OF THE LIVERY'S water trips are SELF GUIDED and I VOLUNTARILY PARTICIPATE AT MY OWN RISK. I UNDERSTAND THERE ARE NO LIFE GUARDS ON THE RIVER.** I agree to return all equipment on the designated date and in the same condition as when I received it, I also agree to pay for all damages to the LIVERY equipment: if stolen, damaged or lost while in my possession.

I HAVE READ THIS RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTANDING ITS TERMS, UNDERSTANDING THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY...

PRINT NAME ADDRESS CITY/STATE/ZIP PHONE NUMBER

Signature if 18 or Older DATE SIGNED

For Parents/Guardians of Participating Minors

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my child, & our heirs, from any and all liability incident to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEE**, to the fullest extend permitted by law.

Minor Child Signature Print Name Date Signed

Parent/Guardian signature Print Name Date Signed