

Participation Agreement - Valley Kayak Rentals

IMPORTANT. Read carefully. This document affects your legal rights. It must be signed by you, the "participant" whether you are an adult or minor if you are renting or otherwise using equipment or participating in the activities offered by Valley Kayak Rentals (referred to in this document as "provider"). It must be signed also by your parent or guardian if you are a minor participant under 18 years of age. The parent or guardian agrees to these terms individually and on behalf of the minor. References in this agreement to "I" or "we" include all who sign below unless otherwise clearly indicated. Participants are responsible for loss of any and all equipment such as kayaks, paddles, life jackets, and any accessories on kayaks.

In consideration of the opportunity to rent or otherwise use certain equipment and /or participate in activities offered by provider, participant and the parent or guardian of minor participant, understand, acknowledge and agree as follows:

Acknowledgment and 'assumption of risks: I, the participant (adult or minor) and the parent or guardian of minor participant, understand the nature of the services of provider and other activities which may occur, and their risks. I acknowledge and expressly assume all risks of the activities, whether or not described below, known or unknown, and inherent or otherwise. I take full responsibility for any injury or loss, including death, which I or minor child for whom I sign, may suffer, arising in whole or part out of such activities.

Agreements of Release and Indemnification, and Additional Provisions: If I am an adult participant, or the parent or guardian of a minor participant, I agree for myself and on behalf of the minor participant for whom I am signing, as follows:

I release provider, its employees, contractors, volunteers, directors and owners ("released parties") from any and all claims for injury or loss which I or the minor child for whom I sign, may suffer arising out of or in any way related to my, or the child's participation in the activities of provider or the use of its equipment. Neither I, the minor child, nor anyone acting on our behalf, will bring suit or otherwise assert any such claim against a released party.

I will indemnify (defend and satisfy by payment or reimbursement, including costs and attorneys fees) each released party from any claim of liability, including one brought by or for a minor child for whom I sign, a co-participant in any of the activities of provider, a rescuer, a member of my or the minor child's family, or anyone else, asserting a loss arising out of or in any way related to my, or the child's participation in the activities of provider or the use of its equipment.

The agreement of release and indemnification above include claims arising in whole or in part from negligent (but not grossly negligent, reckless or intentionally wrong) acts or omissions of released parties or any of them, and all other claims, including for personal injury, wrongful death, property damage, products liability (including strict liability) breach of contract or warranty, or otherwise. The agreements are intended to be enforced to the fullest extent allowed by law, and to be binding on me as participant and on me as parent or guardian of minor participant, individually and on behalf of the minor for whom I sign.

Additional Provisions: I authorize provider to provide or obtain for me, or the minor child for whom I sign, such medical care as it considers necessary and appropriate, and I agree to pay all costs associated with such care and related transportation. Any dispute between provider and me or the minor child for whom I sign will be governed by the substantive laws of the state of Ohio (not including laws which might apply the laws of another jurisdiction) and any mediation or suit shall take place only in the state, in any county. If the dispute cannot be resolved by mutual agreement, I agree to submit it to a mediator recognized by the courts of the state and county. I agree to pay all costs and attorney fees incurred by provider in defending a claim or suit brought by me or by or on behalf of minor child whom I sign for, if the claim or suit is withdrawn or to the extent a court or mediator determines that provider is not responsible for the claimed injury or loss.

This agreement is entered into voluntarily, and after careful consideration. Its terms cannot be amended except in writing. I understand that it is binding to the fullest extent allowed by law, upon all persons signing below, or respective heirs, executors, administrators, wards, minor children (whether or not they are clients) and other family members. If any part of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement nevertheless shall be in full force and effect.

Participant signature (adult or minor)

Drivers license #

date

Participant signature (adult or minor)

Drivers license #

date