

ACKNOWLEDGEMENT OF RISKS  
ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY

---

**WARNING:** There are significant elements of risk in any adventure, sport or activity associated with the outdoors or wilderness, and the use or presence of watercraft, including but not limited to canoes and kayaks, camping or hiking (referred to herein as activity"), and the use of any related equipment. Although we have taken reasonable steps to provide you with appropriate equipment and /or skilled guides so you can enjoy an activity for which you may not be skilled, we wish to remind you this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The sane elements that contribute to the unique character of the activity can be causes of loss or damage to your equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. We do not wantto frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

**ACKNOWLEDGMENT OF RISKS:** I acknowledge that the following describes some, but not all , of those risks: 1) Changing water flow or currents; 2) Collision, with other participants, any portion of the interior of the craft, other watercraft, man-made or natural objects, including overhanging, submerged and/or semi-submerged trees, branches, rocks and boulders; 3) Cold weather and heat related injuries and illnesses including frostbite, heat exhaustion, sun stroke, sun burn, and dehydration; 4) Inclement weather, variances and of wind, weather and/or temperature, the presence or insects or animals; 5) My sense of balance, physical coordination, ability to swim, and/or follow directions; 6) Loss of control of the craft, collision, capsizing, and sinking of the craft, which can result in wetness, injury, exposure to the elements, hypothermia, and/or drowning;

7) Getting in or out of the craft; 8) travel, including hiking, portaging and travel and travel to or from the activity; 9) The presence of marine life forms including bacteria; 10) Accidents or illnesses occurring in remote places where there are no available medical facilities; 11) Fatigue, chill and/or dizziness, which may diminish my/ our reaction time and/or increase the risk of accident.

I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury, illness, or death.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** My/Our participation in this activity is purely voluntary. No one is forcing me/ us to participate. I/we elect to participate in spite of the risks. I am (we are) capable of participating in the activity and using the equipment. Therefore, I to assume full responsibility for myself, including any minor children, for which I am responsible for bodily injury, accidents, illness, death, loss of personal property, and any related expenses. I agree to wear a U. S. Coast Guard approved personal flotation device (life jacket) while in or upon any craft. I agree to not be under the influence of any alcohol/drug related substance, nor will I consume any while participating. This is a basic safety precaution and is required. I will ask if there may be situations where a reasonable prudent person would use a helmet, wet suit, dry suit, or other safety equipment

**COVENANT OF GOOD FAITH:** I recognize that you, as provider of services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems; and/or refuse or terminate, the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants.

**AUTHORIZATION:** I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf. I agree that any film or photographs of me/us, as participants, become your property and may be used for promotional or commercial purposes.

**RELEASE:** In consideration of services or property provided, I, for myself and any minor children for which I am parent, legal guardian, or otherwise responsible, any heirs, personal representatives or assigns, do hereby release: RACCOON RUN CANOE AND KAYAK RENTAL,LLC, its principals, directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence). I have read the foregoing acknowledgment of risk, assumption of risk and responsibility, and release of liability. I understand that by signing this document I may be waiving valuable legal rights.

Participant's name(printed): \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Outing: \_\_\_\_\_

Emergency Contact (Name): \_\_\_\_\_ Phone: \_\_\_\_\_

Parent or Legal Guardian Signature if a Minor: \_\_\_\_\_