

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in the use of watercraft or watercraft instruction, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence, Freedom Kayak Adventures, LLC and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative, and estate, and also agree as follows:

1. I acknowledge the use of watercraft involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, death as the result of drowning or brain damage caused by near drowning; broken bones, torn ligaments or strains as a result of falls while launching or exiting the water, or while carrying a watercraft; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume—and bear the costs of—all risks that may be created, directly or indirectly, by any such condition.
5. I acknowledge I am receiving equipment which is in good condition. I will return it in good condition or I will reimburse Releasees for its repair or replacement.
6. I agree to all the rules listed below and acknowledge that failure to abide by those rules and any given to me orally by Releasees will result in the loss of my remaining rental time.
7. In the event that I file a lawsuit, I agree to do solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
8. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim of negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing, Also I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

RULES

- Do not stand or sit on any equipment without permission.
- Always stay at least 10 feet from the shore at all times except when launching or returning to the launch site. You must also stay out of the swimming area, and away from the boardwalk .
- Swimming is only allowed in the swimming area and when lifeguards are on duty.
- PLEASE STAY IN YOUR BOAT OR ON YOUR BOARD AT ALL TIMES. If you accidentally fall out of your kayak or off your board get back in or on as soon as possible. If you are unable to do so in open water you may go to the nearest shore to remount your craft. Or you should signal the staff that you need assistance.
- If using a Stand Up Paddleboard (SUP) dismount at least 10 feet of shore so as to not break off the tail fin.
- Do not try to adjust the paddles while on the water. Disassembled paddles will sink if dropped. Please return to the launch site to make any equipment adjustments.
- Do not intentionally ram other boats, boards or people.
- Do not use paddles to push against other boats, boards, people, the dock, or the lake bottom.
- Do not use paddles as swords, jousting sticks, etc.
- No transferring of people between boats while on the water.
- Personal Flotation Devices (PFDs) must be on the water craft at all times. (One per person.) Everyone 12 or younger MUST wear their PFD. We recommend that everybody wear one.
- Renters are responsible for any damaged or missing gear.
- Any violation of these written rules or any given orally by the staff will result in loss of the remainder of your rental time with NO REIMBURSEMENT.

Signature: _____ Print Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Date: _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's name) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian Signature Parent of Guardian Printed Name Date

Emergency Contact: _____ Phone Number: _____

Office Use Only

Amount: _____ Payment Type: _____ Boat#: _____ Return Time: _____ Class: _____