

**WAIVER OF LIABILITY and INDEMNITY AGREEMENT (continued)**

**PARENT/GUARDIAN PERMISSION FORM**

**If the undersigned is signing this instrument as the parent or guardian of a minor the undersigned makes the following statements, representations and agreements:**

To enable minor to participate in the activities enumerated above, I, the undersigned, on behalf of myself, my child named herein, my child's other parent, our heirs, successors or assigns or any other person or persons that could recover from Indemnified Parties, agree that the minor may participate in such activities and that such minor is being supervised by the undersigned or another adult of my choosing. I further agree and covenant not to sue Indemnified Parties for any injuries received or the death of the minor child and that in all suits and actions that may be instituted by us or me, jointly or severally, for damages resulting from injuries sustained by the minor child while undertaking such activities, the consent contained in this instrument shall constitute a bar to any recovery by us or me and may be alleged and pleaded as such by Indemnified Parties.

For value received, I agree on behalf of myself, my child's other parent if known or living, my child named herein, and our heirs, successors, and assigns or any other person or persons that could recover from Indemnified Parties[ hereinafter referred to as "Our Behalf"] that I assume all risks and waive any liability of any nature whatsoever against and agree to indemnify and hold harmless Indemnified Parties with respect to any and all actions, claims or demands that may be made or brought on Our Behalf against Indemnified Parties arising out of or in connection with my child's activities.

Further, for value received, for any injury to third parties that may arise because of my child's actions or omissions, Our Behalf agrees to hold harmless and defend Indemnified Parties with respect to any and all actions, claims, expenses or demands arising therefrom that may be made or brought against Indemnified Parties, including but not limited to reasonable attorneys' fees and expenses arising in connection therewith. I further authorize Indemnified Parties to provide or authorize emergency aid or care to the minor child and agree to be responsible for all costs and expenses of emergency aid or care.

The purpose and intent of this agreement, as between the undersigned parent(s) or guardian of a minor child and Elk River Canoe Rental, LLC, is to emancipate minor and authorize and empower minor to deal with Elk River Canoe Rental, LLC in every matter connected with or arising out of this undertaking or any accident or injuries sustained by minor while participating in such activities, in the same manner and to the same effect as though minor were of lawful age.

The undersigned further acknowledges that his/her activities will not be supervised by any representative of Elk River Canoe Rental, LLC and no representative of Elk River Canoe Rental, LLC will accompany him/her during the use of the equipment.

The venues of any dispute that may arise out of this agreement or otherwise between the parties to which Elk River Canoe Rental, LLC or Indemnified Parties are a party shall be the County of Lincoln, Tennessee. This covenant may be pleaded by Indemnified Parties as a complete defense to any action or proceeding that may be brought or instituted by Our Behalf in breach of this covenant.

**I fully understand the consequences of and sign this Waiver knowingly, freely, and willingly.**

Emergency Contact Name and Phone #\*\*

Child's Name: \_\_\_\_\_ Age: \_\_\_\_\_ Name: \_\_\_\_\_

Parent/Guardian's Name \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ City/St/Zip: \_\_\_\_\_

Address: \_\_\_\_\_ Relationship \_\_\_\_\_ Phone (Home/Cell) \_\_\_\_\_

City/St/Zip: \_\_\_\_\_