

**ELK RIVER CANOE RENTAL, LLC,
A TENNESSEE LIMITED LIABILITY COMPANY
WAIVER OF LIABILITY and INDEMNITY AGREEMENT**

DATE: _____

In consideration of Elk River Canoe Rental, LLC furnishing services and/or equipment to enable me to participate in canoeing, kayaking, camping, and other activities, I agree as follows: I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers, and hazards and such exist in my use of Elk River Canoe Rental, LLC equipment and my participation in canoeing, kayaking, camping, and other activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Elk River Canoe Rental, LLC; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, misjudging of terrain, weather, trails, river conditions, water levels, getting in or out of the craft, objects which may be encountered in the water, and which may not be obvious, including debris, trees, rocks and boulders; risks of falling from or drowning while in a canoe, a kayak, or along the river bank; and such other risks, hazards, and dangers that are integral to recreational activities that take place in a wilderness, outdoor, or recreational environment; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Elk River Canoe Rental, LLC, or by any other person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify Elk River Canoe Rental, LLC and its owners, agents, officers, and employees [hereinafter referred to as "Indemnified Parties"] from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise, including reasonable attorney's fees incurred by Indemnified Parties which may arise out of my use of Elk River Canoe Rental, LLC equipment or my participation in Elk River Canoe Rental, LLC activities. I specifically understand the increased risk for any minor that may participate in such activity and hereby assume these additional risks for any minor participating in such activity. I further agree to release the Indemnified Parties from liability in relation to said minor(s). I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by Indemnified Parties.

The undersigned also assumes full responsibility for any "lost or damaged equipment" and has inspected and deemed the equipment in good working order. Fees for "lost or damaged equipment" will be determined on a case-by-case basis.

An additional fee will be added, per canoe/kayak, if the undersigned is picked up at non-designated take out destination.

The undersigned specifically represents to Elk River Canoe Rental, LLC that he/she has the ability to safely manage the equipment provided to him/her and that Elk River Canoe Rental, LLC is relying on such representation in allowing the undersigned to utilize its equipment.

The undersigned further acknowledge 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 HAVE READ THE ABOVE WAIVER AND RELEASE, AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE INDEMNIFIED PARTIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSES. I FULLY UNDERSTAND THE CONSEQUENCES OF AND SIGN THIS WAIVER KNOWINGLY, FREELY, AND WILLINGLY.

Please PRINT CLEARLY

Name: _____ Age: _____ Signature: _____

Address: _____

City, St, Zip: _____

Color / Make of Auto _____

EACH PARTICIPANT MUST SIGN A SEPARATE WAIVER (SEE PAGE 2 FOR MINORS)