

## **2020 EQUIPMENT RENTAL/RETURN POLICIES AND RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

In consideration of participating in the sports of canoeing, kayaking, I hereby agree to release and discharge from liability arising from negligence, Sugar River Outfitters LLC and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "SRO"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that the sports of canoeing & kayaking involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. 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 SRO. 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 SRO from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity. Should SRO or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them 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.
5. In the event that I file a lawsuit, I agree to do so solely in the state where SRO facility is located, and I further agree that the substantive law of that state shall apply. 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 for negligence.
7. I have read and understand that by signing below, I agree to the following:
  - I will be assigned paddles, life jackets, and a canoe or kayak at the time of launch and I agree to return the same equipment and canoe or kayak in the same condition as I received it
  - I will pay \$60.00 each for lost or broken kayak and/or canoe paddles, and \$40.00 each for lost or torn life vests
  - I will pay \$200.00 if the staff of Sugar River Outfitters must recover my canoe or kayak because I have abandoned it on the river and did not complete my trip or allowed my equipment to float beyond my destination.
  - I will pay \$400.00 per kayak and \$1000.00 per canoe if I damage beyond repair or do not return the rented equipment
  - I will pay \$150.00 for repairable damage to rented canoes or kayaks- as determined solely by Sugar River Outfitters.
  - I / We will wear our life vests, refrain from use of alcohol or drugs while using rental equipment
  - I / We understand that our rented canoes and kayaks are to be returned by 5:00pm, and I / We agree to pay an additional \$10.00 for every half hour after 6:00pm that we have not returned the boats. Equipment may be left at a designated pick up location.

I have read and understood this document and I agree to be bound by its terms.

### **PARENT OR GUARDIAN ADDITIONAL AGREEMENT**

In consideration of any individual under the age of eighteen, the minor is being permitted to participate in this activity, I further agree to indemnify and hold harmless SRO 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. By agreeing for the minor, the Guardian or Parent is representing all parents or legal guardians not present have also given consent or permission for participation.

### **Non-Signatory Agreement**

By completing a reservation through the Sugar River Outfitter website, you are automatically agreeing to the terms and conditions above. You are confirming you have read the terms and conditions of this waiver via a confirmation box prior to your payment. A signature is not required on a physical paper copy.