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NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TIME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print)

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

In consideration of participating in the sports of canoeing, kayaking, and for other good and valuable consideration, 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. Risks include, but are not limited to, death as a 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 canoe or kayak; 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 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, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. 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, 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. In the event that I file a lawsuit, I agree to do so solely in the state where RSRO facility is located, and I further agree that the substantive law of that state shall apply.

6. 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 for negligence.

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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 $175.00 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

• I / We will not use alcohol or drugs while renting canoes and kayaks

• 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 and/or tubes. Equipment may be left at a designated pick up location.

I have had sufficient time to read this entire document and, should I/we 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.

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

In consideration of any individual under the age of eighteen, the listed 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 signing for the minor, the Guardian or Parent is representing all parents or legal guardians not present have also given consent or permission for participation.

**Minors**

Minor’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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