

Live Love Paddle, LLC – Waiver & Release of Liability

I and my heirs, in consideration of my participation in Live Love Paddle, LLC furnishing equipment, guide service and/or transportation that allows me to participate in kayak activities, including but not limited to, kayak and/or canoe rentals, river trips, lake tours, overnight or two-day trips, and any related activities, agree and understand as follows:

These activities involve the risk of serious injury and death. These risks include, but are not limited to, water hazards, including flooded river conditions, encounters with wildlife, animals and insects, temperature extremes, inclement weather conditions or other forces of nature and unavailability of immediate medical attention in case of injury. The activities may require strenuous physical exertion.

Recognizing the risk, the undersigned assumes all risk of the activity, whether known or unknown, inherent or otherwise, even if arising from negligence of Live Love Paddle, LLC and its agents and employees.

I assert that I am physically able to participate in strenuous physical exertion and that I have no knowledge of any physical defect of condition that would prevent my participation in such activities.

PARTICIPANT RESPONSIBILITIES:

Duties on participants in any kayaking expeditions:

(a) Participants have a duty to act as would a reasonably prudent person when engaging in recreational activities offered by commercial guides.

(b) No Participant May:

(1) Board upon or embark upon any commercial expedition when intoxicated or under the influence of non-intoxicating beer, intoxicating beverages or controlled substances; or

(2) Fail to advise the trip leader or the trip guide of any known health problems or medical disability and any prescribed medication that may be used in the treatment of such health problems during the course of the commercial expedition. (List any health problems)

or

(3) Engage in harmful conduct or willfully or negligently engage in any type of conduct which contributes to or causes injury to any person or personal property; or

(4) Perform any act which interferes with the safe running and operation of the expedition, including failure to use safety equipment provided by the commercial whitewater outfitter or failure to follow the instructions of the trip leader or trip guide in regard to the safety measures and conduct requested of the participants; or

(5) Fail to inform or notify the trip guide or trip leader of any incident or accident involving personal injury or illness experienced during the course of any commercial expedition. If such injury or illness occurs, the participant shall leave personal identification, including name and address, with the commercial outfitter's agent or employee.

Further, I understand that Live Love Paddle, LLC assumes no responsibility for my vehicle, either in the operation of or the parking of, and Live Love Paddle, LLC assumes no responsibility regarding where participant should park or where participant should leave his/her personal vehicle. Live Love Paddle, LLC assumes no responsibility in the event that participant's car is towed for any reason. I understand that any personally owned automobile used in conjunction with the activity is not insured or otherwise covered by Live Love Paddle, LLC, its employees, and its agents shall not be responsible for and are freely released from liability for any theft, loss, or damage to my property or vehicle while I am engaged in any activity with Live Love Paddle, LLC.

I understand that I assume financial responsibility for replacing any equipment belonging to Live Love Paddle, LLC if that damage is incurred due to my negligence and/or misconduct (i.e. "horseplay," "ramming" other boats, etc.).

I understand that any of employee of Live Love Paddle, LLC reserves the right to refuse service to anyone for any reason.

I, on behalf of myself, my personal representatives and my heirs or as parent or legal guardian of the undersigned participant hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Live Love Paddle, LLC and their owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which arise out of my use of equipment or my participation in water activities. 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 the owners, agents, officers or employees of Live Love Paddle, LLC. I also understand that Live Love Paddle, LLC does not carry medical insurance.

I HAVE READ THIS RELEASE OF LIABILITY AND ASUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

_____ Printed name of participant	_____ Signature of participant (parent or guardian's signature if under 18)	_____ Email	_____ Date
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_____ Printed name of participant	_____ Signature of participant (parent or guardian's signature if under 18)	_____ Email	_____ Date
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_____ Printed name of participant	_____ Signature of participant (parent or guardian's signature if under 18)	_____ Email	_____ Date
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