

# Cape Fear River Adventures, L.L.C.

## Assumption of Risk, Waiver, and Release Agreement

Time Out: \_\_\_\_\_ Time In: \_\_\_\_\_ Initials: \_\_\_\_\_ Boat #: \_\_\_\_\_ Initials: \_\_\_\_\_ Trip: \_\_\_\_\_ P-U/p/D-off Time: \_\_\_\_\_ Initials: \_\_\_\_\_

Canoe \_\_\_\_\_ Kayak \_\_\_\_\_ Paddles \_\_\_\_\_ Oars \_\_\_\_\_ Life Vest: 30-50lbs \_\_\_\_\_ 50-90lbs \_\_\_\_\_ >90lbs \_\_\_\_\_ >52" \_\_\_\_\_ Initials: \_\_\_\_\_

Group #: \_\_\_\_\_ Tag #: \_\_\_\_\_ Other Equipment: \_\_\_\_\_

**Preamble:** I understand that Cape Fear River Adventures, L.L.C. is in the business of renting canoes and kayaks ("boats") and the related equipment. All persons renting boats and/or equipment are responsible for learning or acquiring the skills necessary for utilizing the boats and/or equipment which may be provided by Cape Fear River Adventures, L.L.C. or brought by the renters.

**Assumption of Risk:** I understand that the Activities in which I will engage at or near Cape Fear River Adventures, L.L.C. ("Cape Fear River Adventures") or any other place will expose me to many hazards and involve inherent risks of property damage and loss, and of personal injury, illness, and death. I choose to participate in and observe the Activities despite all hazards and risks. I assume all hazards and risks and accept responsibility for any property damage and loss, and for any personal injury, illness and death that I may suffer from the Activities.

**Waiver and Release:** In consideration of Cape Fear River Adventures providing services and facilities to allow me to participate in and observe the Activities, and on behalf of myself and my family, heirs and personal representative:

- I waive my right to sue Cape Fear River Adventures' for any property damage and loss, and any personal injury, emotional distress, illness and death, which I may suffer while participating in or observing the Activities, whether caused by the acts or omissions of Cape Fear River Adventures or otherwise.
- I release Cape Fear River Adventures from all liabilities and claims arising from the Activities.
- I understand that I should be in good physical health to participate in the Activities.
- I promise Cape Fear River Adventures that I will not participate in the Activities if I am under the influence of alcohol or drugs.
- Cape Fear River Adventures may take and use photographs, video, film and other images of me participating in or observing the Activities. I waive any right of privacy, publicity, compensation, copyright or other rights to those images and I consent to Cape Fear River Adventures using those images for any purposes.

**Indemnity:** I agree to indemnify and hold Cape Fear River Adventures harmless from all claims, causes of actions, liability, losses, or damages for any property damage, property loss, or theft, personal injury, death or other loss arising from or relating to my use of the property, facilities, and/or services of Cape Fear River Adventures. Any action brought against Cape Fear River Adventures, L.L.C. shall be brought in Harnett County, North Carolina and be subject to the laws of North Carolina.

**Acknowledgment of Skills, Training and Physical Condition:** I acknowledge that the Activities are strenuous and dangerous and require a certain degree of physical condition, ability, maturity, and skill. I acknowledge that I (or my child) have the requisite skills, qualifications, physical and mental ability and training necessary to properly and safely participate in the Activities.

**Deposit Requirement:** A deposit of \_\_\_\_\_ is required and will be used to defray fully or partially the balance due in the event of loss of or damage to the boat(s) and/or equipment; and/or the return of boats and/or equipment after the above scheduled Time In; and/or the above Time Out is not within the parameters necessary to accomplish the Time In deadline. Any additional amount is due immediately to Cape Fear River Adventures LLC upon notification. Any unused portion of deposit will be refunded.

**Rental Check-in:** All boats and/or equipment must be checked-in by a Cape Fear River Adventures' employee; otherwise, renter is responsible for all property damages and all losses to the boats and/or equipment. I have read the current posted Replacement Fee Schedule and the current posted Rental Rates & Fee Schedule and agree to those conditions and terms.

**Acknowledgement of Understanding:** I have read this Agreement. I understand its contents and I sign it voluntarily. I intend by this Agreement to assume all hazards and risks, waive all rights to sue and release all liabilities and claims with respect to my participation in the Activities. I understand that this Agreement has no expiration date and remains in effect at all times that I am observing or participating in the Activities.

_____	_____	_____
Name of Participant	Participant's Signature	Date
Address: _____	City: _____ State: _____ Zip: _____	
Phone No: _____	E-mail: _____	
Driver's License No.: _____	Expiration Date: _____	Date of Birth: _____
Emergency Contact: _____	Contact's Phone No: _____	

### Consent of Parent or Legal Guardian (if Participant is under 18 years of age)

I certify that I am the parent or legal guardian of the above named Participant, that I have read and understand the Rules and Regulations and that the Participant is of adequate physical health, maturity, ability and skill and voluntarily participates in the Activities. I give my permission for Participant to participate in the Activities and I execute this Assumption of Risk, Waiver and Release Agreement on his/her behalf. This Agreement shall apply to and bind me and the Participant.

_____	_____	_____
Name of Parent/Guardian of Participant if Minor	Parent's/Guardian's Signature	Date

1. Boats means canoes and kayaks.

2. Cape Fear River Adventures means Cape Fear River Adventures, L.L.C., its members, employees, agents, volunteers, sponsors, advertisers, and lessors.

(Revised 09/02/09)