

Fifty West Canoe & Kayak

Office use only

Type/Quantity of boat/tube:

Route:

Time departed:

Participants Last Name:

WAIVER, RELEASE, INDEMNIFICATION, AND ASSUMPTION OF RISK AGREEMENT

*******PLEASE READ BEFORE SIGNING*******

In consideration of access to and participation in the river-based programs, as well as the related events and activities, including without limitation floating or paddling down the Little Miami River ("Programs") provided to me by Rockwik, LLC dba Fifty West Canoe & Kayak and Rockwik Shuttle Company, an Ohio limited liability company ("50 West"), I, _____ (*print first & last name*), hereby acknowledge and agree that:

1. My participation in the Programs and use of any equipment furnished to me by 50 West is at my own risk. I am aware that I can be injured as a result of my participation in the Programs, whether by my own actions or omissions, the actions or omissions of others, the malfunction of any equipment, or other causes.

2. The risk of injury from the Programs is significant. I understand that such risk may include, but not be limited to, death or serious bodily injury (including permanent paralysis) by accident, disease (including waterborne diseases), weather conditions, river conditions, inadequate medical services and supplies, criminal activity, random acts of violence or negligence.

3. I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF 50 West, its employees, agents, contractors, or servants, as well as any third parties, including without limitation other individuals participating in the Programs.

4. I am aware of no medical conditions of any type or nature which I have that would prevent me from safely participating in the Programs.

5. I know and understand that 50 West provides no accident or insurance coverage whatsoever, including without limitation, medical, life, or disability, for participants in the Programs, such as me.

6. In consideration of 50 West allowing me to participate in the Programs and/or 50 West furnishing any equipment for my use in such Programs, I, for myself and on behalf of my heirs, representatives, executors, agents and assigns, hereby waive, release, acquit, and forever discharge, to the fullest extent permitted by law, 50 West and its employees, contractors, agents, servants, volunteers, owners, officers, insurers, and attorneys, as well as any lessor of any property upon which the Programs are conducted, of and from any and all claims, liabilities, losses, demands or causes of action, of whatsoever nature, whether at law or in equity, which I have or may have or which may hereafter accrue for personal injury, property damage or otherwise arising out of any cause, act, omission or event while participating in the Programs or in connection with my use of any equipment which is furnished to me by 50 West.

7. In further consideration of 50 West allowing me to participate in the Programs and/or 50 West furnishing any equipment for my use in such Programs, I hereby agree to and do indemnify and hold harmless, to the fullest extent permitted by law, 50 West and its employees, contractors, agents, servants, volunteers, owners, officers, insurers and attorneys, as well as any lessor of any property upon which the Programs are conducted, of and from any and all claims, liabilities, losses, demands or causes of action, of whatsoever nature, whether at law or in equity, which are or may be asserted by any person or entity, for personal injury, property damage or otherwise arising out of any act or omission by me in connection with my participation in the Programs or use of any equipment, whether supplied by me or furnished to me by 50 West.

8. I have thoroughly reviewed, and understand the waiver, release and indemnification provisions contained in the paragraphs above.

9. I am responsible for the equipment furnished to me by 50 West and will reimburse 50 West for any damaged or lost equipment including without limitation boats, paddles, and personal flotation devices.

10. 50 West has my consent to use any photographs, pictures, film, or videotape taken of me or provided by me for publicity, promotion, television, websites, or any other use, and I expressly waive any right of privacy, compensation, copyright or other ownership right connected to the same.

11. No oral representations, promises or statements have been made to me in any respect affecting any of the terms or conditions expressly written herein.

12. This agreement shall be construed under the laws of the State of Ohio. I further agree that any legal actions regarding this agreement or regarding my participation in the Programs shall be brought in the Courts of Hamilton County, Ohio.

No one under the age of 18 (eighteen) is permitted without a supervisory adult. No children under 6 (six) are permitted in kayaks or tubes. No children under 4 (four) are permitted in canoes.

I HAVE READ AND UNDERSTAND THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION AND ASSUMPTION 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 COERCION, UNDUE INFLUENCE, OR DURESS.

X

Participant's Signature

Date of Birth

Date Signed

FOR PARENTS/GUARDIANS OF PARTICIPANTS WHO ARE MINORS (UNDER AGE 18 AT TIME OF REGISTRATION) OR WHO ARE INCOMPETENT. This is to certify that I, as parent/guardian with legal responsibility for the above-named participant, do consent and agree on behalf of said participant to this agreement, including without limitation the waiver, release, indemnification and assumption of risk provisions contained herein, and likewise, for myself, my heirs, representatives, assigns, and next of kin, do consent and agree to this agreement, including without limitation the waiver, release, indemnification and assumption of risk provisions contained herein.

X

Parent/Guardian Signature

Date of Birth

Date Signed

Parent/Guardian Printed Name