



Canoe Outpost-Peace River, Inc.

2816 NW County Rd. 661, Arcadia, FL 34266

863-494-1215, 863-494-4391f

www.canoeoutpost.com/peace

Date _____

Group Name _____

Waiver & Release of Liability Rental Agreement

PLEASE READ THE FOLLOWING AND EACH PERSON MUST SIGN:

I am aware that outdoor recreational activities can be hazardous and I assume all risks of injury, loss of life, and damage to person and property during such activity, fully realizing that **Canoe Outpost-Peace River, Inc.** or its agents are not responsible for any such injury, loss of life, or damage to person or property, and I agree to pay for, defend, indemnify, and hold **Canoe Outpost-Peace River, Inc.**, or its agents, employees, successors, and assigns harmless from all liabilities, claims, demands, costs losses, expenses, or compensation of whatever nature, for loss, damage, or injuries to persons and property sustained by me, my heirs, personal representatives, successors, and assigns, and all other persons resulting from or in any way connected with transporting or use of equipment furnished by **Canoe Outpost-Peace River, Inc.**, or its agents, directly or indirectly caused or contributed to the cause of said injury, loss of life, or damage to persons or property by their negligent acts, gross negligence, or recklessness. I understand that use of equipment furnished by **Canoe Outpost-Peace River, Inc.** constitutes an acceptance of said equipment on a lease basis "As Is". I agree to pay for any damage done to said equipment or property of others. If I fail to return any or all of said equipment, I will reimburse **Canoe Outpost-Peace River, Inc.** for the amount of replacement cost. If **Canoe Outpost-Peace River, Inc.** personnel must search for any equipment due to irresponsible actions taken by myself or any member of my party, I will pay for said search. I, as a parent or guardian of a minor child, make this agreement individually and on behalf of this minor child to induce **Canoe Outpost-Peace River, Inc.** to allow this child to participate in this activity. I acknowledge and agree that should any provision or aspect of this Release and Waiver be found to be unenforceable, all remaining provisions of this Release and Waiver will remain in full force and effect. Further, I acknowledge and agree that this Release and Waiver shall be construed pursuant to the laws of the State of Florida and that the venue for any legal proceeding shall be in DeSoto County, Florida. **I certify that I am physically fit to participate in any event and that I have not been told or notified differently by a Physician or qualified medical professional.**

I hereby grant permission to Canoe Outpost-Peace River, Inc. or Canoe Outpost Inc. to use any photographs, videos, slides, and any other image in any promotional or educational material produced for, by or in conjunction with Canoe Outpost-Peace River or Canoe Outpost Inc. Please check the last column if you do *not* accept the photo release.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN: READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF CANOE OUTPOST-PEACE RIVER, INC. USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM CANOE OUTPOST-PEACE RIVER, INC. IN ALAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISK THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND CANOE OUTPOST-PEACE RIVER HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Each line is one person. Print name, first & last. <i>Everybody signs including kids if they can read & write</i>	Signature of <u>every</u> person (if old enough to read & write, otherwise parent or legal guardian to sign). Each person signs their own name.	List age if 13 or older	List age if 12 yrs. or under	Color & make of vehicle if applicable	P h o t o
1. Print Name	Signature				
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
Totals					10/22/19