

#Single Kayak(s) _____ #Tandem Kayak(s) _____ #People _____

Cash Amt. \$ _____ Credit Card Amt. \$ _____ Rate _____ % Check-in time _____

Section above to be completed by staff

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

In consideration for participating in any and all **Kentucky Paddle Adventures LLC**, (hereafter know as KPA) programs, events and activities, I the undersigned, acknowledge, understand, and agree that:

The risk of injury from participation in these activities is significant, including but not limited to permanent paralysis and death. I acknowledge that this is a wilderness environment and that unpredictable hazards and injuries may occur, including, but not limited to; capsizing boats, lightning, rain, hail, dangerous wildlife, animal and insect bites or stings, drowning, falling trees, tree limbs and any and all acts outside of human control ("Acts of God"). I further understand that my participation exposes me to potential injury or death from the actions of other people and participants. I understand that KPA provides NO LIFEGUARD or GUIDES and that if I participate in KPA activities, I do so at my own risk. I ASSUME SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF KPA or others, and assume full responsibility for my participation. I acknowledge and agree that KPA is not responsible for my lost, stolen or damaged property and that any legal action that may arise as a result of my participation will be held at the court nearest to KPA.

I will abide by the ZERO TOLERANCE POLICY regarding the use of illegal drugs and/or alcohol. I understand that any act deemed unsafe or inappropriate by KPA will result in me and my party being removed from KPA property without refund. I understand that I am responsible for returning all equipment rented by me and hereby agree to replace lost or damaged equipment at the following rates: PFD \$30, Kayak Paddle \$45, Tandem Kayak \$500, Single Kayak \$400. _____ INITIALS.

***PET NOTICE (Lake Reba only):** I will keep my pet(s) on a leash, control and supervise at all times. I agree that I am solely responsible for any legal fees, action or compensation demanded by plaintiffs, courts, attorneys or medical agencies that may arise as a result of the actions of myself and/or my pet(s). _____ INITIALS.

I, for myself, and on behalf of my heirs and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS KPA, the City of Richmond Ky., Natural Bridge State Park, their employees, also insured's, other participants, and owners and lessors of premises used, from any and all claims, demands, losses, and liability arising out of, or related to any INJURY, LOSS, DISABILITY OR DEATH I may suffer, or loss or damage to persons or property, even if ARISING FROM THE NEGLIGENCE OF KPA or others, to the fullest extent permitted by law.

I HAVE READ THIS 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.

X _____ X _____
Printed Name of Participant Signature of Participant Date Age

FOR PARENTS/GUARDIANS OF PARTICIPATING MINORS. I certify that I am the parent/guardian with legal responsibility for the above named participant, and that I consent and to his/her participation in any and all activities and events, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless KPA from all liability incidents to my minor child. EVEN IF ARISING FROM THE NEGLIGENCE OF KPA, to the fullest extent permitted by law.

X _____ X _____
Printed Name Parent/Guardian Signature Parent/Guardian Date

