



## Rocky Forest River Run, LLC

### GROUP Waiver, Release of Liability and Rental Agreement

I, the Undersigned, acknowledge that directly or indirectly, have requested that I, as the Group Leader, Individual, or Legal Guardian for the minor(s) in my group be allowed as a group or individual to participate in certain activities and allowed to utilize services provided by Rocky Forest River Run, hereafter collectively referred to as "RFRR". I acknowledge that the RFRR may have also been requested to arrange for myself or my group to utilize services provided by other persons, businesses, or entities and acknowledge that the RFRR has made no representation whatsoever as to the safety or quality of those activities or services, but has only made arrangements for participation in those activities or use of those services as an accommodation to me or my group at my/our request. I understand and accept that I/We are about to engage in activities that may pose substantial risks of physical injury and/or death, and accept those risks.

- 1) The risk of injury from the activities involved in paddle sports and is significant, with certain inherent risks that cannot be eliminated regardless of care taken to avoid injuries; including the potential for injury, permanent paralysis and/or death.
- 2) I (renter) knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for my participation. My participation in this activity is totally voluntary, and I elect to participate in spite of the risks. I certify that I have adequate insurance to cover any injury or damage I may incur or cause while participating, or else I agree to bear the costs of such injury or damage myself.
- 3) I, for myself and on behalf of my heirs, administrators, personal representatives, next of kin, and/or assigns do **hereby fully and forever release, waive, indemnify, and hold harmless Rocky Forest River Run, LLC** and its owners, their officers, operators, agents, employees, affiliates, other participants, sponsors, and, if applicable, owners and lessors of premises used to conduct the event (releasees), as well as any loss of service which may arise out of Renter's use of Rocky Forest River run premises or facilities; and I do further agree that I shall not bring any claims, demands, or legal actions against RFRR for losses or liability arising out of or related to any injury, disability, or death I may suffer, or loss or damage to person or property, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law.
- 4) By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to the same.
- 5) Renter is responsible for all costs for any and all damages, loss or theft of rental equipment, including but not limited to vandalism or theft, and shall pay RFRR the full cost of repair or replacement.
- 6) That the canoe/kayak shall be taken only on the Yadkin River and not removed, and that life vests/PFD's will be worn by all paddlers while on water.
- 7) Renter agrees to take precautions to safeguard all equipment and accepts full responsibility for the equipment and agrees to return equipment to RFRR in as good of condition as when received. Renter agrees to use all equipment for its designed purpose only.
- 8) Renters agree to return equipment to RFRR no later than 7:30pm on Fridays, and 6:30 pm on Sat & Sun. Renters agree to pay a \$10.00 late return fee for late return.
- 9) Agree RFRR is not responsible for any lost or damaged personal property while on RFRR property.

I have read this release of liability and assumption of risk agreement fully understand its terms, understand that I have given up substantial rights and by signing this document, Renter acknowledges he/she has read this document and specifically understands he/she is releasing and waiving any claims or actions that may occur, for the negligent acts, omissions or other conduct by the owners, agents, operators, or staff RFRR, and sign it freely and voluntarily without any enticement.

Group Leader/Parent/Legal Guardian permission for minor to participate: Having the legal authority to do so, I give the Minor(s) in my group permission to participate in the scheduled activities scheduled through RFRR.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**READ CAREFULLY**

Participants have a duty to act as would a reasonably responsible person when in engaging in recreational activities offered by Rocky Forest River Run.

**Participants and/or Group Leader IS RESPONSIBLE for:**

1. The return of all rented gear and equipment on time and without damage.
2. The safety of all persons using rented equipment, personal property, such as, but not limited to, cameras, wallets, cell phones, clothing, jewelry, etc.
3. The payment to Rocky Forest River Run for any goods and services provided.
4. The proper wearing of PFD (life jackets) at ALL times.

Rental Date: \_\_\_\_\_ Number of people in group: \_\_\_\_\_

Quantity of Equipment Needed: Canoes \_\_\_\_\_ Kayaks \_\_\_\_\_ Oars \_\_\_\_\_ Paddles \_\_\_\_\_ PFDs \_\_\_\_\_

Notes: \_\_\_\_\_

**I assume full responsibility, for myself and any minor children for whom I am responsible, for any bodily injury, accident, illness, death, loss of personal property and expenses related thereto as a result of any accident which may occur while I participate in the activity or river trip scheduled through Rocky Forest River Run, LLC.**

Group Leader Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ Type: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CV: \_\_\_\_\_

Vehicle Make: \_\_\_\_\_ Tag Number: \_\_\_\_\_ State: \_\_\_\_\_

Signature\*: \_\_\_\_\_ Date: \_\_\_\_\_

**\*My signature verifies that I have read, understand, and agree the waiver, assumption of risk and agree to the rules and responsibilities listed on the front of this document.**

FOR PARENTS/GUARDIANS OF PARTICIPANT(S) OF MINOR AGE (under age 18): This is to certify that I, the undersigned, as parent/guardian with legal responsibility for the minor participant(s) named below, do consent and agree to his/her release, as provided above, of the releasees, and that I, for myself, my heirs, assigns, and next of kin, do release and agree to indemnify and hold harmless the releasees from any and all liability as a result of or arising out of my minor child's participation in the activity with Rocky Forest River Run, LLC, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law.

Parent/Guardian Signature \_\_\_\_\_ Date \_\_/\_\_/\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_/\_\_/\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_/\_\_/\_\_

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Parent/Guardian Signature \_\_\_\_\_ Date \_\_/\_\_/\_\_

**Group Participants (and/or minors):**

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

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Name: \_\_\_\_\_ Age: \_\_\_\_\_

**Lease Agreement**

**Lessor:** Rocky Forest River Run, LLC (RFRR)

**Lessee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**[Below for RFRR use only] Equipment covered by this agreement:**

**Date:** \_\_\_\_\_ **Time Start:** \_\_\_\_\_ **Time Return:** \_\_\_\_\_ Shuttle:  1 way or  2 way

**# of Kayak(s):** \_\_\_\_\_ ; **Type:** \_\_\_\_\_

**# of Canoe(s):** \_\_\_\_\_ ; **Type:** \_\_\_\_\_

**# of Paddles:** \_\_\_\_\_ **# of Oars** \_\_\_\_\_ **# of Vests:** \_\_\_\_\_ Sizes: C \_\_\_\_\_ Y \_\_\_\_\_ A \_\_\_\_\_

**Other:** \_\_\_\_\_

**Trip:**  1 - Crater Park > RFRR (2-3 hr)  2 - Ronda > RFRR (5-6 hr)  3 - RFRR > MRvr \*(2.5-3.5 hr)

4 - Ronda >Crater Park \* (3-4 hr)  5 - Crater Park >MRvr \*(4-5 hr)  6 – Roaring Rvr > RFRR (day trip-summer only)

**Trip Fee:** \$ \_\_\_\_\_ **Paid:** Cash \_\_\_\_\_ Credit Card \_\_\_\_\_

\*If your trip does not end at RFRR, paddlers will be expected to call RFRR staff when ready to be picked up.

All Equipment is to be returned to RFRR by closing on date of rental. In consideration of this, lessee agrees as follows: A) That he/she shall indemnify lessor against all loss and damage to equipment covered by this agreement and agrees to pay the lessor any amounts owed to lessor due to loss or damage occurs. The replacement value for the most common types of loss or damage is agreed to be as follows:

- |   |   |
|---|---|
| Canoe lost or stolen - \$ List price of canoe | Broken seat - \$50                      |
| Hole in canoe - \$150                         | Bow/stern damage - \$100                |
| Canoe paddle damaged or lost - \$20           | Bent or broken gunnels - \$150          |
| Life vest damaged or lost \$20                | Broken thwart - \$25                    |
| Large dents 4" diameter - \$50+               | Lost or damaged rented dry bag - \$5-10 |
| Kayak lost or stolen - \$ List price of kayak | Kayak paddle damaged or lost - \$40     |