



ROCKY FOREST RIVER RUN, LLC

WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

*-Must be signed and given to RFRR staff prior to trip -
- Read Carefully before Signing -*

In consideration of being allowed to participate in in Rocky Forest River Run, LLC, (herein after called lessor or RFRR) related activities, I the customer (herein after called renter or lessee), the undersigned, acknowledge and agree that:

- 1) The risk of injury from the activities involved in paddle sports is significant and 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 lessors or others, and assume full responsibility for my participation. My participation in this activity is totally voluntary, 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 event(s), 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 lessors 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 or video 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) That the canoe/kayak shall be taken only on the Yadkin River and not removed from that waterway, and that life vests/PFD's will be worn by all paddlers while on water. **Youth ages 12 & under are required to wear PFD's at all times.**
- 6) 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. 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. [See below for applicable damage charges]
- 7) Renters agree to return equipment to RFRR no later than 7:30pm on Fridays (except when designated a Summer Twilight Float), and 6:30 pm on Saturday and Sunday. Renters agree to pay a \$10.00 late return fee for late return.
- 8) Agree RFRR is not responsible for any lost or damaged personal property while on RFRR property, or while renting RFRR devices, whether on land or water.

I have read this release of liability and assumption of risk agreement and fully understand its terms, understand that I have given up substantial rights and by signing this document. Renter acknowledges he/she is 18 years or older and 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.

X _____
Participant's signature Date



Continued,

Participant(s) Printed Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Cell Phone #: _____ Home Phone #: _____

Emergency Contact Name: _____ **Phone #:** _____

Vehicle Make: _____ Model: _____ Color: _____ Tag #: _____

Sign up for our email list to receive updates and exclusive promotions:

Email Address: _____

How did you hear about us? Facebook Friend Google Search Other : _____

Follow us on Facebook for specials & please **Review Us** on *Trip Advisor*, Google or *Yelp* if you enjoyed RFRR!

For parents/guardians of participants of minor age (under 18 at time of registration): This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the lessors, and, for myself, my heirs, assign, and next of kin, do release and agree to indemnify and hold harmless the lessors from any and all liability incidents to my minor child's involvement or participation in the activity with Rocky Forest River Run, LLC, even if arising from the negligence of the lessors or otherwise, to the fullest extent permitted by law.

X _____
Parent/Guardian signature Date **Emergency Phone Number(s)**

Minor Name _____ Age _____

Minor Name _____ Age _____

Minor Name _____ Age _____

Minor Name _____ Age _____

Minor Name _____ Age _____

Minor Name _____ Age _____

Lease Agreement, continues on following page

Lessor: Rocky Forest River Run, LLC (RFRR)

Lessee (participant): _____ **Date:** _____



[RFRR staff complete all below areas]:

Date: _____ Time Start: _____ Time Return: _____ Shuttle: 1 way , 2 way

Kayak(s): _____ ; Type: _____

Canoe(s): _____ ; Type: _____

Tube(s): _____ ; Type: _____

Paddles: _____ # of Oars: _____ # of Vests: _____ Sizes: C _____ Y _____ CU _____ AU _____

Other: _____ A-S _____ A-M _____ A-L _____ A-XL _____ A-2X _____

Trip: 1 - Crater Park > RFRR (1.25-3 hr) **2** - Ronda > RFRR (3.5-6 hr) **3** - RFRR > Mtc Rvr *(1.25-3.5 hr)

4 - Ronda >Crater Park * (3-4.5 hr) **5** - Crater Park >Mtc Rvr *(2-4 hr) **6** – RFRR > 601 **7-** a) Roaring Rvr > RFRR ;
b) Ronda > 601 (day trip)

Trip Fee: \$ _____ **Paid:** Cash _____ Credit Card _____ Online _____

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

All Equipment is to be returned to RFRR by closing on date of rental. In consideration of this, lessee agrees as follows: That he/she agrees to pay the lessor any amounts owed to lessor due to loss or damage occurrences. 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 |