

# PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

**\*\*\*READ BEFORE SIGNING\*\*\***

**BIG BUFFALO CROSSING CANOE**  
PO Box 985  
Munfordville, Kentucky 42765

Additional Listed: Bluegrass Canoe, dba Canoe Kentucky, 7323 Peaks Mill Road, Frankfort, KY 40601

## **Warning: This activity requires strong swimming ability.**

There are significant elements of risk in any adventure, sports or activity associated with water sports type risks, the outdoors, the presence or use of any type of watercraft and the use of related equipment, and activities incidental thereto (referred to the herein as "activity"). Although we have taken reasonable steps to provide you with the appropriate equipment and/or skilled staff so that you can enjoy an activity for which you may not be skilled, this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to equipment, or cause accidental injury, illness, or in extreme cases, permanent trauma or death. For your safety and that of other participants, prior to using any equipment, it is important that you understand applicable boating laws and rights of way. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

## **Acknowledgement of Risks:**

I acknowledge that the following describes some, but not all, or those risks: 1) changing water flow, tides, currents, wave actions, and ships' wakes; 2) collision with any of the following: the watercraft or equipment upon which I am the operator or passenger, other participants, other watercraft, and manmade or natural objects; 3) wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; 4) my sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; 5) collision, capsizing, sinking or other hazards which result in wetness, injury, exposure to the elements, hypothermia, and/or drowning; 6) getting in or out of the craft; 7) travel, including travel to or from the activity; 8) the presence of insects or marine life forms; 9) equipment failure or operator error; 10) heat or sun-related injuries or illness including sunburn, sunstroke, or dehydration; 11) Fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

I am (we are) aware that this activity may entail risks of injury or death. I/we understand the description of these risks is not complete and the unknown or unanticipated risks may result in injury, illness or death.

## **Express Assumption of Risk and Responsibility:**

I/we agree to assume responsibility for the risks identified herein and those risks not specifically identified. My/our participation in this activity is purely voluntary. No one is forcing me/us to participate. I verify that I am physically fit, **not under the influence of alcohol or drugs at this time**, and sufficiently qualified, trained and capable to participate in these activities. Therefore, I assume full responsibility for myself, including any minor children, for which I am responsible, for bodily injury, accidents, illness, death, loss of personal property, and expenses thereof as a result of any accident, which may occur. I/we elect to participate in spite of the risks. I am responsible for protecting my skin and eyes from the elements. **I agree to wear a US Coast Guard approved personal flotation device (life jacket) while participating in the activity where required by state or local law.**

I assume the risk(s) or personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractured or broken bones; eye damage, cuts, wounds, scrapes, abrasions and/or contusions; dehydration, drowning, oxygen shortage (anoxia), and/or exposure; head, neck, and/or spinal injuries; bite or attack by animal, insect or marine life; allergic reaction; shock; paralysis or death.

## **Covenant of Good Faith:**

I recognize that you, the provider or services, will operate under the covenant of good faith and fair dealing, but you may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems; and/or refuse or terminate, the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants.

## **Authorization:**

I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs for rescue and/or medical services as may be incurred on my/our behalf. I agree to any film or photographs of me/us as participants, become your property and may be used for promotional or commercial purposes.

## **Release:**

In consideration of services or property provided, I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, agree that: **BIG BUFFALO CROSSING CANOE**, Its principals, directors, officers, agents, employees, and volunteers, their insurers and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted and their insurers, if any, shall have no liability of any nature for any and all damage to me and other persons or properties as a result of any acts, omissions

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or negligence of the "owner" or any other person (including myself) or entity and I hereby release and discharge the owner and insurer, if any, for any such damage.

This company has a no alcohol/drugs policy. I/we, as the participants in this activity, are not currently under the influence of alcohol or drugs. I/we also agree that I/we will not participate in the consumption of alcohol or drugs while doing business with or under the care of this company.

I/we understand that I/we assume full responsibility for any lost or damaged equipment and have inspected and deemed the equipment in good working order. A \$50.00 minimum fee will be charged to locate, remove, pickup, unpin, or otherwise return the gear to the appropriate location for the undersigned. A \$100.00 minimum fee will be charged for damaged or lost equipment. Both fees are handled on a case-by-case basis. \_\_\_\_\_

**I have read the acknowledgment of risks, assumption of risks and responsibility. I understand that by signing this document I may be waiving valuable legal rights.**

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

• *If under 18 the parent or legal guardian must also sign!*

**Name of participants under 18 years of age, their age, and parent/ guardian signature:**

<b>NAME:</b> _____	<b>AGE:</b> _____	<b>PARENT SIGNATURE:</b> _____
<b>NAME:</b> _____	<b>AGE:</b> _____	<b>PARENT SIGNATURE:</b> _____
<b>NAME:</b> _____	<b>AGE:</b> _____	<b>PARENT SIGNATURE:</b> _____
<b>NAME:</b> _____	<b>AGE:</b> _____	<b>PARENT SIGNATURE:</b> _____

**PLEASE PRINT**

FULL NAME: \_\_\_\_\_ \*AGE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE & ZIP: \_\_\_\_\_

Drivers License or Social Security Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**EMERGENCY CONTACT:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**CHECK ONE**

KAYAK

CANOE ..... List names of all partys in Canoe: \_\_\_\_\_

GROUP : Church or Group Name: \_\_\_\_\_

**CHECK ONE**

TRIPS:       Johnson Springs to Munfordville  
 Rio to Munfordville  
 Lynn Camp to Munfordville  
 Munfordville to Dennison Ferry  
 Munfordville to Green River Ferry     OTHER: \_\_\_\_\_