

C & R Boating Co., Inc.
DBA Windy's Canoe and Tube Rental

Participant Acknowledgement of Risks

In consideration of the services of C&R Boating Co., Inc. Dba Windy's Canoe and Tube Rental, their officers, agents, employees and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "Windy's") agree as follows:

Although Windy's has taken reasonable steps to provide me with appropriate equipment and information so I can enjoy an activity for which I may not be skilled, Windy's has informed me this activity is not without risks. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same as elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment or accidental injury, illness, or in extreme cases, permanent trauma or death. Windy's does not want to frighten me or reduce my enthusiasm of this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all of those risks:

Entering, exiting and operation of the watercraft; water which may be fast, deep, cold and subject to rapid change; objects in the water; and overturned watercraft; swimming in unfamiliar surroundings may cause entrapment; injury from slips and falls and drowning; errors in judgment; equipment misuse or failure; and collisions; heat stroke, exhaustion, dehydration; broken bones; head, neck, and spinal cord injuries; cuts, falls, insect bites, objects in eyes, injuries to feet; activities may take place in remote places significantly delaying emergency medical care.

I am aware that Windy's entails risks of injury or death to any participant. I understand that description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of Windy's has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody and control of bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, person representative and estate and for all members of my family, including minor children.

In the event a canoe, kayak, tube or raft is lost or damaged beyond normal usage, repair expenses from \$25.00 to replacement costs of the vessel will be charged to me. Lost or damaged gear replacement costs are \$15.00 per paddle or lifejacket. A \$50.00 recovery fee will be charged for lost, sunken or damaged vessels. I assume and accept full responsibility for these expenses if I lose or damage equipment used in participation in this activity.

Date _____

Name _____ Address _____ City _____ State _____ Zip _____

Signature _____ Signature _____

Signature _____ Signature _____

Signature _____ Signature _____

Signature _____ Signature _____

Signature _____ Signature _____

Signature _____ Signature _____

Signature _____ Signature _____

Signature _____ Signature _____