

Camp Hi Rental Agreement and Waiver

I will return all gear in acceptable condition by 6:00 PM or forfeit my security deposit. I will pay for loss of, or damage to equipment.

I am familiar with the safety rules of Camp Hi Canoe Livery, Inc. ("Provider"). These include:

- Wear a life jacket (PFD) at all times, keep footwear on at all times
- Stay sober (No Alcohol or other drugs)
- Firearms and fireworks are prohibited
- I understand that non-swimmers and children MUST wear life jackets at all times

(PART I) Acknowledgment and Assumption Of Risks I, the Participant (adult or minor) and the parent or guardian of a minor Participant, understand the nature of the services of Provider and other activities which may occur, and their risks. I acknowledge and expressly assume all risks of the activities, whether or not described below, known or unknown, and inherent or otherwise. These include, but are not limited to, deep water, unforeseen obstacles, hypothermia, insect bites, slippery surfaces, cuts, scrapes, dehydration, and drowning.

I expressly acknowledge that naturally occurring disease processes (including, but not limited to, the currently widespread Novel Corona Virus that causes COVID-19) may occur in all environments in which this activity will take place. I acknowledge that, while Camp Hi Canoe Livery, Inc. has taken reasonable measures to avoid contact, transmittal or contamination of the virus between people (including guests/participants, employees and other third parties) that it is ultimately my responsibility to safe guard myself and others. I understand and agree that, if I choose to participate in this activity, that Camp Hi Canoe Livery, Inc. cannot and will not have any legal liabilities toward me if I contract the virus. On the other hand, if it is determined that I acted negligently or unreasonably and was responsible for transmittal of virus resulting in COVID-19 infection to other Camp Hi participants or employees, that I may be held legally and financially responsible for that transmittal.

I take full responsibility for any injury or loss, including death, which I, or a minor child for whom I sign, may suffer, arising in whole or part out of such activities.

(PART II) Agreements Of Release and Indemnification, and Additional Provisions If I am an adult Participant, or the parent or guardian of a **minor Participant**, I agree, for myself and on behalf of the **minor Participant** for whom I am signing, as follows:

I release Provider, its employees, contractors, volunteers, directors and owners ("Released Parties") from any and all claims for injury or loss which I, or the **minor child** for whom I sign, may suffer, arising out of or in any way related to my, or the child's participation in the activities of Provider or the use of its equipment. Neither I, the minor child, nor anyone acting on our behalf, will bring suit or otherwise assert any such claim against a Released Party.

I will indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorney's fees) each Released Party from any claim of liability, including one brought by or for a minor child for whom I sign, a co-participant in any of the activities of Provider, a rescuer, a member of my, or the **minor child's**, family, or anyone else, asserting a loss arising out of or in any way related to my, or the **child's participation** in the activities of Provider or the use of its equipment.

The agreements of release and indemnification above include claims arising in whole or in part from negligent (but not grossly negligent, reckless or intentionally wrong) acts or omissions of Released Parties or any of them, and all other claims, including for personal injury, wrongful death, property damage, products liability (including strict liability), breach of contract or warranty, or otherwise. The agreements are intended to be enforced to the fullest extent allowed by law, and to be binding on me as Participant and on me as parent or guardian of **minor Participant**, individually and on behalf of the minor for whom I sign.

(Part III) City of Akron waiver/release: I am participating in the canoe/kayaking activity with Camp Hi Canoe Livery, Inc. on City of Akron property.

I am eighteen years of age or older, and I am aware of and understand the risks and dangers involved in such activities, and that unanticipated and unexpected dangers may arise during such activities, and I assume all risks of injury to my person and property, including disability or death, that may be sustained in connection with the stated associated activities, in and about the premises. I understand and agree that the City of Akron has not undertaken any duty or responsibility for my safety or wellbeing. I warrant that I am qualified to participate in the activity, am in good health relative to the activity, and am proper physical condition to participate in the activity. If I am not eighteen years or older, then my parent(s) or lawful guardian, as the case may be, has executed this Waiver of Liability and Release and expressly agrees to its terms and conditions.

I, on behalf of myself, my heirs, executors, administrators, successors, and assigns, hereby release and forever discharge the City of Akron, its employees, assignees, agents, officers and officials ("Releasees") of any kind and all liabilities for any injuries I might sustain or any other claims, demands, actions and causes of action that may occur to me because of, resulting from, or arising out of my presence on the property and/or my participation in these activities. I understand that the City of Akron is not waiving nor do they intend to waive any statutory or common law immunities afforded to them.

The undersigned also hereby agrees to indemnify, defend, and hold the Releasees harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, caused by, arising from, or in any way related to, participant's participation in the canoe/kayak activity(ies), except for those arising out of the willful misconduct, gross negligence, or intentional torts of the Releasees, as applicable.

I declare that I have read and fully understand the terms of this waiver and release; that for the sole consideration of said privilege listed herein, I do hereby waive and relinquish all claims, demands, actions, and causes of action resulting from my exercising such granted privilege. I, of my own free will and accord, have executed this waiver and release on the date set forth below.

(PART IV) Additional Provisions I authorize Provider to provide or obtain for me, or the **minor child** for whom I sign, such medical care as it considers necessary and appropriate, and I agree to pay all costs associated with such care and related transportation. Any dispute between Provider and me or the minor child for whom I sign will be governed by the substantive laws of the State of Ohio (not including laws which might apply the laws of another jurisdiction), and any mediation or suit shall take place only in the State of Ohio, in the County of Portage. If the dispute cannot be resolved by mutual agreement, I agree to submit it to a mediator recognized by the Courts of Ohio and Portage County. I agree to pay all costs and attorneys' fees incurred by Provider in defending a claim or suit brought by me or by or on behalf of the minor for whom I sign, if the claim or suit is withdrawn or to the extent a court or mediator determines that Provider is not responsible for the claimed injury or loss.

(PART V) This agreement is entered into voluntarily, and after careful consideration. Its terms cannot be amended except in writing. I understand that it is binding, to the fullest extent allowed by law, upon all persons signing below, or respective heirs, executors, administrators, wards, **minor children** (whether or not they are Clients) and other family members. If any part of this agreement is found by a Court or other appropriate authority to be invalid, the remainder of the agreement nevertheless shall be in full force and effect.

I (we) represent that we are age 18 or older and legally able to sign this statement.

Name _____ Date _____ Age _____

Signature _____

Name of parent or guardian if under 18 _____

Signature of parent or guardian _____ Date _____

Address _____

City, State, Zip _____ Phone (____) _____ - _____

Email: _____

Photo release I give permission to Camp Hi Canoe Livery, Inc. to use and publish any pictures, photos and/or digital media for advertising and marketing purposes without compensation to the participant.

Signature _____