



**RELEASE OF LIABILITY**

In consideration of being allowed to participate in kayaking, canoeing and other related activities provided to me by the EDA, I, \_\_\_\_\_, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releases or others, and assume full responsibility for my participation: and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the company immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, and hold harmless the Halstad EDA, their officers, officials, agents and/or employees/guides, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), with respect to any and all injury, disability, death or loss or damage to person or property associated with my presence or participation, whether arising from the negligence of the releases or otherwise to the fullest extent permitted by law.
5. This waiver may not be modified in any way. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.

**I have read this Release of Liability and Assumption of Risk Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.**

Signature	Printed Name	Date
Address	City, State	Zip
Driver's License Number / State	Email Address	Phone Number

**Parents/Guardians of Participants of children under age 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 releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided, above, even if arising from the negligence of the releasees, to the fullest extent permitted by law.

Parent/Guardian Signature	Printed Name	Date
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**EQUIPMENT RENTAL AND RELEASE OF LIABILITY AGREEMENT**

I accept for use, as is, the equipment listed on this form, and accept full financial responsibility for the care of the equipment while it is in my possession. I will be responsible for the replacement, at full value, of any equipment rented under this form which is lost, stolen, damaged or otherwise not returned to the Halstad EDA. I agree to return all rental equipment by the agreed time and date or I shall incur a late fee.

I understand that the sport of paddling, and other related water activities involve inherent and other risks of INJURY and DEATH. The risks include but are not limited to: physical exertion, inclement weather, capsizing of watercraft, immersion in water, hypothermia, accidents or illness in remote areas, equipment failure and malfunction, drowning, and loss or damage to personal property. I voluntarily agree to expressly assume all risks of injury or death that may result from the use of this equipment. I agree to use the equipment only in the specified and agreed upon area discussed between myself and the Halstad EDA. I further agree to wear an approved personal flotation device at all times while in a rented kayak and I confirm that I am physically fit to operate and use said equipment and that I understand the equipment's use and function.

I agree to release the Halstad EDA its employees, owners, volunteers, affiliates, agents, officers, directors, and the manufacturers and distributors (collectively "providers") of the equipment from all liability for injury, death, property loss and damage which results from the equipment user's participation in the sport of kayaking &/or canoeing, or is in any way related to the use of this equipment, including all liability which results from the negligence of providers, or any other person or cause. I further agree defend and indemnify providers for any loss or damage, including any that results from claims or lawsuits for personal injury, death and property loss and damage related in any way to the use of this equipment.

I agree to replace any equipment that is lost, damaged, or destroyed at the full-replacement cost outlined below:  
 Life Jacket - \$60.00  
 Kayak Paddle - \$55.00  
 8ft Kayak - \$250.00

I, the undersigned, have read and understand this equipment rental & liability release agreement.

Signature	Printed Name	Date
Address	City, State	Zip
Driver's License Number / State	Email Address	Phone Number