



BUTTONWOOD CAMPGROUND

Canoe & Kayak Rental Waiver/Release Agreement

Please read carefully before signing. This is a release of liability and waiver of certain legal rights

In consideration for my being permitted to participate in the activities of canoeing and/or kayaking, I agree to the following Waiver and Release: I acknowledge that canoeing and kayaking have inherent risks, hazards and dangers for anyone that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS AND DANGERS INCLUDE WITHOUT LIMITATIONS:

1. Water hazards in boating and wading in the rivers including drowning;
2. Hiking in rugged country;
3. Injuries from fishing equipment and other participants;
4. Encounters with wildlife, animals and insects;
5. Temperature extremes inclement weather conditions and unavailability of immediate medical attention in the wilderness in case of injury.

I understand the risks, hazards and dangers of canoeing and kayaking and have had the opportunity to discuss them with BUTTONWOOD CAMPGROUND. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF BUTTONWOOD CAMPGROUND WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH.

Lastly, I, for myself, my heirs, successors, executors and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE INDEMNIFY AND HOLD HARMLESS BUTTONWOOD CAMPGROUND, their directors, officers, agents, employees and volunteers from and against any and all claims, actions, causes of action, liabilities, suites, expenses (including reasonable attorneys fees) which are related to, arise out of, or are in any way connected with my participation including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment whether such damage, loss, injury, paralysis or death results from negligence of BUTTONWOOD CAMPGROUND or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree no to sue BUTTONWOOD CAMPGROUND as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities or canoeing & kayaking.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

Signature _____ Date: _____

Printed Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Hm #: _____ Cell#: _____

If Less than eighteen (18) years or age, a parent, guardian, or custodian must sign below acknowledging and agreeing to the indemnification.

Signature of Parent/Guardian/Custodian of Minor

Printed name(s) of Minors:

INDEMNIFICATION: In consideration for the above minor being permitted by BUTTONWOOD CAMPGROUND to participate in the activities of canoeing or kayaking which include, without limitation, the use of its services, animals and equipment, I agree to the following waiver a, release and indemnification: The parent/guardian/custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend BUTTONWOOD CAMPGROUND, their directors, officers, agents, employees and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorney fees), and negligence made or brought by said minor or by anyone on behalf of said minor, as a result of said minors participation in the activities of canoeing and kayaking and his or her use of the property, animals (if any) and facilities of BUTTONWOOD CAMPGROUND, on behalf of said minor, further agree not to sue as a result of any injury, paralysis, or death that said minor suffers in connection with his/her participation in the activities of canoeing or kayaking.