

Vehicle: Make and Color

of Canoes _____

of Kayaks _____

**OLD MILL CANOE
CANOEING TRIP
STATEMENT OF AWARENESS
ASSUMPTION OF RISKS, AND RELEASE OF LIABILITY**

ACKNOWLEDGEMENT OF RISKS

I am aware that in signing this document on my behalf, or on the behalf of my minor child and/or ward, for participation in OLD MILL CANOES Canoeing Trip (hereinafter "activity"), that certain elements of the activity are physically, mentally, socially and emotionally demanding. Furthermore, I understand that certain risks and dangers exist in this activity which may result in serious injury. These risks include, but are not limited to, loss or damage to personal property, injury or fatality, changing water flow currents, submerged and semi-submerged objects, varying wind and weather conditions, the presence of other watercraft, the speed at which I travel, the stability characteristics of a watercraft, collision, upset, overturned and sinking can result in getting wet, injured, exposed to the elements, drowning, and personal property damage or loss, that for swimmers and non-swimmers, wearing a U.S. Coast Guard approved flotation device is a basic safety precaution, that I may suffer accidents or illness in remote places where there are no available medical facilities, and my own negligence. I am aware that these are just some of the known risks and that there are other risks inherent in this activity both known and unknown. I acknowledge that all dangers associated with the activity cannot be foreseen and all risks cannot be eliminated. I have a personal duty and responsibility to learn and follow all safety standards, guidelines and procedures. I also agree to act in a safe, responsible manner toward all other participants in the activity.

EXPRESS ASSUMPTION OF RISK AND PERSONAL PROPERTY

I understand ALL dangers (hazards and perils) and inherent risks associated with the Canoeing Trip. I further understand that there may be other risks both known and unknown. I confirm that I am physically and mentally capable of participating in the activity. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of OLD MILL CANOES or other, and assume full responsibility for my participation.

RELEASE OF LIABILITY

In consideration of the service and facilities provided, I, for myself, and for my minor child, do hereby release, WAIVE, and discharge OLD MILL CANOES their officers, employees, principals, directors, owners, agents, and volunteers, all of whom for the purpose of this release are referred to as "Releases", from any and all liability to the undersigned's personal representatives, assigns, heirs, and next of kin, for any of ANY AND ALL INJURY, DISABILITY, DEATH, or loss of damage to personal property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

IDEMNIFICATION

The undersigned hereby agrees to indemnify and save and hold harmless the Releases aforementioned and each of them for any loss, liability, damage or cost Releases incur to the undersigned's participation in the above-described activity, and whether caused by the negligence of the Releases or otherwise, including but not limited to costs and attorney fees incurred as a result of defending any claim or demand made by the undersigned against Releases.

SCOPE AND RELEASE AND IDEMNTY

The undersigned expressly acknowledges and agrees that the above-described activities are very dangerous and involve the risk of serious injury and/or personal property damage. The undersigned further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be a broad and inclusive as permitted by the law of the State of Indiana, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE, WAIVER OR LIABILITY AND INDEMNITY AGREEMENT, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

Signature: _____ Signature: _____

Date: _____ Date: _____

Minor Child's Name and Age _____

Minor Child's Name and Age _____

Minor Child's Name and Age _____

Minor Child's Name and Age _____

Parents Signature _____ Date _____

<p>FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 –AT THE TIME OF REGISTRATION</p> <p>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 all Releases, and, for myself, my heirs, assigns, and next of kin, I Release and agree to indemnify and hold harmless to Releases 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.</p>	
_____	_____
Parent/Guardian Signature	Emergency Phone Number(s)
Date Signed _____	