



## **LIABILITY WAIVER**

In consideration of the use of property and/or services of The Looking Glass Watersports & Adventures, the undersigned acknowledges and agrees as follows: *please initial each item and sign below to acknowledge acceptance of this agreement.*

\_\_\_\_\_ **WARNING.** There are significant elements of risk in any adventure sport or activity associated with the use or presence of a water craft. These risks are inherent in canoeing and kayaking and may be present even if the equipment is used properly or is in still water.

\_\_\_\_\_ **RISK FACTORS.** The undersigned understands and acknowledges that The Looking Glass Watersports & Adventures involve risks such as, but not limited to, the following: (i) changing water flow, conditions or current; (ii) collision with other participants, any portion of the interior of the craft, other water crafts, manmade or natural objects, including overhanging, submerged and/or semi-submerged trees, branches, rocks and boulders; (iii) weather related injuries and illnesses including heat exhaustion, sun stroke, and dehydration; (iv) inclement weather, variances and extremes of wind, weather and temperature (v) sense of balance, physical coordination, ability to swim, and/or ability to follow directions; (vi) loss of control of the craft, collision, capsizing, and sinking of the craft which can result in wetness, injury, exposure to the elements, hypothermia and drowning; (vii) getting in and out of the craft; (viii) travel, including hiking, portaging and travel to and from the related and unrelated activities; (ix) the presence of animals, including marine life forms and insects (x) unavailability of emergency aid services and emergency medical care. The undersigned acknowledges that The Looking Glass Watersports & Adventures, as well as other foreseeable or unforeseeable factors or circumstances, may result in a RISK OF PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLY DEATH.

\_\_\_\_\_ **ACKNOWLEDGMENT OF RULES, POLICIES AND PROCEDURES.** The undersigned acknowledges that he or she has read and understood all of the rules, policies and procedures relating to The Looking Glass Watersports & Adventures and understands that the safe and proper use of the facilities, equipment and participation in The Looking Glass Watersports & Adventures is dependent upon carefully following such rules, policies and procedures. I agree to wear a properly fitted and fastened flotation device (*lifejacket*) while aboard a kayak or on/in the water. The undersigned understands that canoeing and kayaking should only be undertaken after proper instruction and that The Looking Glass will provide such instruction in connection with the rental of equipment. The undersigned acknowledges and agrees that the rental equipment provided by The Looking Glass Watersports & Adventures is for the sole and exclusive use of the undersigned and may not be used by any other person.

\_\_\_\_\_ **PHYSICAL CONDITIONS AND SKILLS.** The undersigned represents that he or she has the requisite skills, physical abilities and mental abilities necessary for proper and safe use of The Looking Glass Watersports equipment, facilities and services. That any health impediments have been made known to staff and that they engage in the activities of The Looking Glass Watersports & Adventures solely at their own risk. The undersigned agrees that if he or she has any questions as to what skills, qualifications or training are necessary to properly use the equipment or facilities, or to participate in The Looking Glass Watersports & Adventures, then they shall direct such questions to the appropriate staff member on site. The undersigned agrees and finds all kayaks and equipment in good working order, condition and repair.

\_\_\_\_\_ **RELEASE.** The undersigned hereby releases, discharges, waives, disclaims and relinquishes all claims, actions or causes of action against The Looking Glass Watersports & Adventures, its officers, employees and agents whatsoever and agrees not to sue on account of or in conjunction with any claims, causes of action, injuries, damage, cost of expenses arising out of The Looking Glass Watersports & Adventures, including but not limited to those based on death, bodily injury or property damage whether or not caused by participation in The Looking Glass Watersports & Adventures; provided, however, the foregoing release shall not apply to claims solely based on the gross negligence or willful misconduct of The Looking Glass Watersports & Adventures or its employees.

\_\_\_\_\_ **PROPERTY DAMAGE.** The undersigned agrees to pay for any or all damages to any property caused by the undersigned either negligently, willfully, or otherwise. The undersigned shall bear all risk and responsibility of any portions thereof, including, but not limited to loss, vandalism or theft of the rental kayaks and/or equipment, and shall pay The Looking Glass the full cost of repair or replacement. Renter shall return kayaks and equipment in the condition in which it was received. Minimum charges for repairs, labor and cleaning will be applied in the event rental kayaks or equipment require repair or excessive cleaning. Renter agrees to use all equipment for its designed purpose only.

\_\_\_\_\_ **REPRESENTATIVES.** The undersigned has executed this Release of Liability for himself or herself, his or her heirs, assigns and legal representatives.

\_\_\_\_\_ **EMERGENCY TREATMENT CONSENT.** The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.

\_\_\_\_\_ **ACKNOWLEDGMENT.** The undersigned has read and understands this Release of Liability and realizes it relates to surrendering valuable legal rights and assuming important legal responsibilities and does so freely and voluntarily.

FULL NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

EMERGENCY CONTACT \_\_\_\_\_

TLG STAFF MEMBER \_\_\_\_\_

TLG STAFF SIGNATURE \_\_\_\_\_