

PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

This form is to be used by all river trip participants, and training program paddlers.

Please use one waiver per paddler including minors.

Organization Name: **Mullica Paddle Boat LLC, t/a Bel Haven Paddlesports; Mullica River Marina and Black Leopard Corporation**

PARTICIPANT NAME: (Please Print) _____

In consideration of being allowed to participate in any way in the program, related events and activities, 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.

2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation.

3. I willingly agree to comply with terms and conditions for participation. If 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 nearest official immediately.

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE Mullica Paddle Boat LLC, t/a Bel Haven Paddlesports; Mullica River Marina and Black Leopard Corporation**, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

5. The undersigned agrees to pay rental charge in advance and agrees to return the rented equipment in similar condition as received to owner's place of business or designated trip end. The undersigned also agrees to be responsible for the safe-keeping of this equipment and to reimburse the owners the full value of the equipment for any loss of equipment. If equipment is not returned, on or before time due the undersigned also agrees to pay the owners a **LATE FEE OF \$30.00 PER BOAT. ALL PADDLERS MUST BE AVAILABLE FOR PICK UP AT THE DESIGNATED END POINT BY 5:00 PM.**

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.

X _____
Participant's Signature **Age** **Date**

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (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 heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents 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.

X _____
Parent/Guardian Signature **Date** **Emergency Phone Number(s)**