



Waiver of Liability

Please Read Carefully (Form is FRONT and BACK):

In consideration of **Middle Chattahoochee River Water Trail in tandem with Chattahoochee Old Town Riverway** (hereinafter shortened at places to "COTR"), furnishing services and/or equipment to enable me to participate in this activity, I agree as follows:

I fully understand and acknowledge and agree: (A) that outdoor recreational activities have inherent risks, dangers and hazards and such exists in my use of Kayak equipment and my participation in Kayaking activities; (B) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (C) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of, but not limited to, **Middle Chattahoochee River Water Trail in tandem with Chattahoochee Old Town Riverway**, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, river route location, and water levels, risks of falling out of or drowning while in kayak and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and (D) by my participation in these activities and for use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of **Middle Chattahoochee River Water Trail in tandem with Chattahoochee Old Town Riverway**, or by any other person.

Furthermore, I fully understand and acknowledge and agree: (A) the activities of Kayaking and the use of any Kayaking equipment has inherent risks and should not be attempted without prior competent instruction; and (B) although **Middle Chattahoochee River Water Trail in tandem with Chattahoochee Old Town Riverway** may rent, or provide the undersigned with, and/or assist the undersigned with the assembly and/or use of certain Kayaking equipment, **Middle Chattahoochee River Water Trail in tandem with Chattahoochee Old Town Riverway** does not provide or accept any responsibility to provide the undersigned any instruction in Kayaking and/or the use of any Kayaking equipment.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify **Middle Chattahoochee River Water Trail in tandem with Chattahoochee Old Town Riverway** and their owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Kayak equipment or participation in Kayaking activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of **Middle Chattahoochee River Water Trail in tandem with Chattahoochee Old Town Riverway**.

[FORM CONTINUED ON BACK]



I HAVE READ THE WAIVER AND RELEASE ON THE FRONT AND BY SIGNING BELOW AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE COTR FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

****READ FRONT AND BACK OF THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF COTR USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM COTR IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM AND COTR HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

Date of Activity: _____

Name of Participant: _____

Street Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____ Date of Birth: _____

Date Signed: _____

Signature of Participant: _____

Signature of Parent/Legal Guardian (if minor): _____

Name of Parent/Legal Guardian (please print): _____

Relationship to Minor: _____