

**MIDWEST KAYAK RENTALS, LLC WAIVER
RELEASE, INDEMNIFICATION AND HOLD HARMLESS RENTAL AGREEMENT**

In consideration of participating in the sport of kayaking, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Midwest Kayak Rentals, LLC and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that the sport of kayaking involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, death as a result of drowning or brain damage caused by near drowning; broken bones, torn ligaments or strains as a result of falls while launching or exiting the water, or while carrying a kayak; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
6. This Agreement, and any rights, duties, and obligations as between the parties to this Agreement, shall be governed by and interpreted solely in accordance with the laws of the State of Illinois and no other jurisdiction. Any litigation involving the parties to this Agreement shall be brought solely within the State of Illinois and shall be within the exclusive jurisdiction of the state courts of the State of Illinois.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence. I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

PrintName _____ Signature _____ Date _____

SECOND SIGNATURE/S ON THE BACK

PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(Must be completed for participants under the age of 18)

In consideration of Midwest Kayak Rentals, LLC (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian _____

Minor _____ **Minor** _____ **Minor** _____

Minor _____ **Minor** _____ **Minor** _____

Date _____

(If notarization is necessary, please sign & stamp this side of the form.)

MUST BE COMPLETED FOR PET PARTICIPANTS

In consideration of Midwest Kayak Rentals, LLC (PRINT Dogs names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of my pet or are in any way connected with such participation by my pet.

Dog name _____ **Breed** _____ **Date** _____

DOGS under 40 lbs allowed on kayak with dog life jacket, waiver, and **\$3 FEE**

TERMS AND CONDITIONS

- **I.D. REQUIRED**
- Must be 18 years of age to rent a kayak
- Midwest kayak rentals reserves the right to cancel a trip due to weather
- **Last rental, must return 1 hour after closing. You will be charged \$1 for every minute late with permission to charge your card.**
- **Waivers and safety video confirmations for all paddlers** must be received prior to your trip, before entering the water.
- Children under 8 years of age may ride on an adult's lap
- Participants of minor age (8 years and older) must have a parent or guardian signature during registration.
- Minors must be accompanied by a parent or guardian at all times
- Please refrain from colliding with other watercraft equipment, other boats or the dock
- All individuals in a kayak must wear a correctly fitted US coast guard approved life jacket at all times, including when entering and exiting the kayak
- The following are **PROHIBITED**:
 - Alcohol, glass in any form, smoking, swimming or diving, changing occupants, standing, removing or untying straps or buckles from life vest
- No diving off boats or shoreline
- When your trip is complete, **BRING** your **KAYAK** fully onto shore, **BRING** the **PADDLES** and **LIFE JACKETS BACK** to the tent
- Midwest Kayak Rentals is **NOT** responsible for personal items that you bring on the water
- Should an emergency happen, call 911

Print Name _____ **Signature** _____ **Date** _____