



# Indian Head Canoes VISITOR'S ACKNOWLEDGEMENT OF RISKS



In consideration of the services of Indian Head Canoes, their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "activity"), I agree as follows:

Although Indian Head Canoes has taken reasonable steps to provide me with appropriate equipment so I can enjoy an activity for which I may not be skilled, Indian Head Canoes has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. Indian Head Canoes does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks:

- 1) *Falling into moving, cold water and becoming hypothermic, injured, trapped or in extreme cases drowning;*
- 2) *Water hazards in boating, swimming and wading in the river;*
- 3) *Injuries caused from self or other participants;*
- 4) *Encounters with wildlife, animals, plants, and insects;*
- 5) *Temperature extremes;*
- 6) *Inclement weather conditions and unavailability of immediate medical attention in case of injury.*

I am aware that boating/tubing/rafting/camping entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I am also aware that this is a self-guided trip with no lifeguards on the river; that for swimmers and non-swimmers, wearing a U.S. Coast Guard approved floatation device is a basic safety precaution and should be worn at all times while boating and swimming. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of Indian Head Canoes has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully physically and mentally capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity. I agree that exclusive jurisdiction of any disputes with Indian Head Canoes shall be in the State and Federal Courts of the State of New York and venue in the state court shall be Sullivan County.

Photography: I agree to allow photographs or videotape taken of me while engaged in an activity provided by Indian Head Canoes, to be used in any print or digital media and expressly waive any right to privacy, compensation, copyright or other ownership right connected to the same.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

Date \_\_\_\_\_ Name (print) \_\_\_\_\_ Age \_\_\_\_\_

Signature \_\_\_\_\_ Address \_\_\_\_\_

**Parent or Guardian**, if participant is under 18 years of age. I also certify that my child weights over 30 pounds.

Signature \_\_\_\_\_ Child's weight \_\_\_\_\_

**Return equipment by 6:00 p.m. or a late fee may be added.**

Property of Indian Head Canoes