

Trip Code: \_\_\_\_\_

Trip Date: \_\_\_\_\_

### **Participant Agreement**

In consideration of the services of the Hocking Hills Canoe Livery, their officers, agents employees, stockholders, and all other persons or entities with those businesses (hereinafter collectively referred to as "HHCL"). I agree as follows:

Although HHCL has taken reasonable steps to provide you with appropriate equipment and skilled guides so you can enjoy an activity for which you may not be skilled, we wish to remind you; this activity is not without risk. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

I understand that outdoor activities have inherent risks, dangers and hazards and such exists in the use of water craft equipment; participation 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 serious ailments that could cause serious disability. These risks and dangers may be caused by the negligence of HHCL, the negligence of 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 misread terrain, weather, trail or river route location, and water level; risks of falling out of or drowning while in a raft, canoe, or kayak; and other such risks, hazards, and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment. By participation in these activities and/or use of equipment, I 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 HHCL or by any other person.

I have watched and understood the safety video.

I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I agree to assume responsibility for the risks identified herein and those risks not specifically identified. I have adequate life, health and disability insurance. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.

I agree that any photographs, video, or other medium made of me during my trip, on the premises, during transport, or at any other time by the HHCL or a party of the HHCL are the sole properties of HHCL and can be used in advertising, promotion or any way HHCL sees fit.

I have read, 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 representatives, estates, and for all members of my family, including any minors accompanying me. I acknowledge I am not relying on any oral, written, or visual representatives or statements made by HHCL, including those made in its brochures or other promotional material, to induce me to participate in this activity.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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If under 18:

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Print Minor's Name

\_\_\_\_\_  
Age

\_\_\_\_\_  
Signature of Parent or Guardian

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Print Minor's Name

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Age

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Signature of Parent or Guardian

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Print Minor's Name

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Age

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Signature of Parent or Guardian

\_\_\_\_\_  
Print Minor's Name

\_\_\_\_\_  
Age