

Waiver and Release of Liability

PLEASE READ CAREFULLY: WAIVER AND RELEASE OF LIABILITY

Name _____ Hours of Trip _____ Date ____/____/_____
Address _____ Cost per C/K/R _____ Drop _____ Time _____
_____ #C/K/R _____ Pick-up _____ Time _____
Phone _____ Total Cost _____ Emergency _____
Group _____ Total Persons _____ ID _____

The undersigned, as lessee(s), hereby hire(s) from Shelton Canoe Shuttle, Inc. (Canoe Country) canoe(s)/kayak(s)/raft(s) and accessories on the following terms and conditions:

1. Lessee(s) certifies (certify) that he (she/they) shall use the canoe(s)/kayak(s)/raft(s) in a reasonably safe and prudent manner for which it was intended, and shall maintain possession of the canoe(s)/kayak(s)/raft(s) at all times until returned to the lessor. Lessee(s) further understand(s) that he (she/they) has (have) been instructed in and fully understands the safe operation of the canoe/kayak/raft and accessories and agree(s) to observe all safety precautions.
2. Lessee(s) agree(s) he (she/they) shall be responsible for loss and/or all damages to the canoe/kayak /raft, not including damage due to normal wear, and for the loss and/or damage to all accessories.
3. Lessee(s) undertake(s) and agree(s) to indemnify and hold lessor harmless from any and all liability or damage lessor may suffer as a result of claims, demands, costs, or judgments against lessor arising out of the use or transportation of the canoe/kayak/raft or of lessee(s) whether the liability, loss or damage is caused by or arises out of negligence of lessor, or of its officers, agents, employees, or other related parties. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Shelton Canoe Shuttle, Inc. (Canoe Country) or its agents is a party shall be Delaware County of the State of Indiana.
4. Lessee(s) certifies (certify) that he (she/they) is (are) in suitable physical condition to engage in this activity.
5. Lessee(s) agree(s) to wear the flotation device provided.
6. Lessee(s) ascertain(s) that he (she/they) is (are) aware that Shelton Canoe Shuttle, Inc. (Canoe Country) has a "no-alcohol-allowed" policy and is (are) in compliance with such policy on the date of canoe/kayak/raft useage.

This agreement constitutes the full agreement between lessor and lessee(s). Time is made of the essence of this agreement. The receipt of the canoe/kayak/raft in good order and repair with approved flotation devices on board is hereby acknowledged by lessee(s). Lessor is not the manufacturer of this canoe/kayak/raft and has not made, nor makes, any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability, or suitability of the canoe/kayak/raft. I (we) certify that I (we) have inspected the canoe/kayak/raft and find that it is in good condition and suitable for my (our) purpose(s).

Signature

Signature

Signature

Signature

Signature

Signature