



Date: _____ Name: _____
Address: _____
Phone: _____ DOB: _____ AGE: _____

This form must be read in its entirety before renting kayaks and equipment

By execution of this Waiver and Release, the undersigned acknowledges that he/she understands and agrees that 7A Ranch Resort is providing interested parties with the opportunity to participate in kayaking.

* Kayaking has: (a) inherent risks, dangers and hazards and such exists in my use of 7A Ranch Resort kayaks and equipment; (b) my participation in such activities and/or use of such equipment on or near the water surface may result in injury, including but not limited to: falling, slipping, drowning, marine-life attacks, 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 my negligence, 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, selection of area to be traversed in kayaks, water levels, water currents, tides, waves, weather conditions, risks of falling out of a kayak, and such other risks, hazards and dangers that are integral to recreational activities that take place in the river; and I hereby accept and assume those risks and dangers.

* Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, decision making on behalf of myself, 7A Ranch Resort, including that misjudgements in weather, and water level, risks of falling out of or drowning while in a kayak and such other risks, hazards and dangers that are integral to recreational activities and/or 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 myself, 7A Ranch Resort, or by any other person.

* I am responsible for any repairs or replacement of the rented equipment/gear in the event of damage, loss, theft, etc., irrespective of the cause of such damage or loss. _____ (Initials)

* He/she has carefully read and fully understands this Waiver and Release. _____ (Initials)

*I understand I cannot be under the influence of drugs/alcohol will using/renting kayak. _____

I HAVE READ AND UNDERSTAND THE FOREGOING WAIVER AND RELEASE AND BY SIGNING IT I AGREE THAT IT IS MY INTENTION TO EXEMPT AND RELIEVE 7A Resort, staff, and all other parties FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE, OTHER THAN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IF ANY. I AM AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY, AND I SIGN IT OF MY OWN FREE WILL.

Date: _____
By: _____

Print Name: _____