

LODI LAKE CANOE, KAYAK, PEDAL BOAT & STANDUP PADDLEBOARD WAIVER OF LIABILITY

(Read Before Signing)

Participant's Name: _____ [Risk.05/2017]

Address: _____ City: _____ Zip Code: _____ Telephone Number: _____

ASSUMPTION OF RISK, WAIVER OF LIABILITY AND HOLD HARMLESS RELEASE AGREEMENT FOR GOOD AND VALUABLE CONSIDERATION, including permission to use a pedal boat, canoe, kayak or standup paddleboard and related functions (the "Activity"), agree that I, being at least 18 years old, accept these terms and conditions on behalf of myself and, if applicable as a result of my purchase of rental equipment, on behalf of a minor and/or other adult; for myself, my successors, next of kin, heirs, assigns, estate, executors, and administrators:

1. Agree, that prior to participation in the Activity, I will inspect the facilities, equipment, and areas to be used, and if I believe any of them are unsafe, I will immediately advise the person supervising the Activity, facility, or area;
2. Acknowledge I fully understand the Activity is hazardous and my participation may involve risk of serious injury or death, including economic losses which may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, including, but not limited to, those caused by weather, temperature, a lack of hydration, other canoes, kayaks, motorized or non-motorized watercraft, equipment, facilities, other kayakers and water users, varying water conditions, varying depth, currents, obstacles, natural or manmade objects;
3. Agree to wear my personal flotation device at all times while participating in the Activity and understand that although I may be wearing my personal flotation device, a personal flotation device cannot guarantee the safety of participants;
4. Agree not to enter any closed areas and understand that entering or participating in the Activity outside the designated area is more dangerous and may be unlawful. **IF I GO OUTSIDE THE BOUNDARIES AND HEADWATERS' STAFF HAS TO COME GUIDE ME BACK INSIDE THE BOUNDARIES I AGREE TO PAY A \$25 FEE TO HEADWATERS;**
5. Certify that I am in good health and have no physical condition that would prevent me from participating in the Activity and that I have sufficiently prepared for participation in this Activity and have not been otherwise advised against participation by qualified medical personnel;
6. Assume any and all risks of personal injuries to myself, including medical or hospital bills, permanent or partial disability, death, and damage to my property, caused by or arising from my participation in the Activity;
7. Agree to allow my image (photo, digital, video, etc.) to be used in published materials and web sites that promote the programs of the City of Lodi and The Headwaters Kayak Shop;
8. Release, waive, discharge and relinquish the City of Lodi and The Headwaters Kayak Shop, jointly and severally, and their respective elected and appointed officials, officers, employees, agents, directors, owners, and volunteers, from any liability, loss, damage, claim, demand or cause of action against them arising from or attributable to my participation in the Activity whether the same shall arise by their negligence or otherwise; and
9. Covenant not to sue or present any claim for personal injury, property damage, or wrongful death against the City of Lodi, The Headwaters Kayak Shop, or their respective elected and appointed officials, officers, employees, agents, directors, owners, and volunteers, attributable to my participation in the Activity.

I acknowledge that I have read and understand the foregoing and agree to be bound thereby. I understand this document is a legally binding agreement that relieves the City of Lodi and The Headwaters Kayak Shop, jointly and severally, and their respective elected and appointed officials, officers, employees, agents, directors, owners, and volunteers named herein from liability for personal injury, wrongful death, and property damage caused by negligence. Further, I understand that I have given up and released legal rights by signing this waiver, and nonetheless sign voluntarily.

SIGNATURE: _____ DATED: _____

Print Name: _____

IF PARTICIPANT IS UNDER 18 YEARS OF AGE, A PARENT (OR LEGAL GUARDIAN) MUST SIGN.

I am the parent or legal guardian of the above-named participant and he/she has my permission to participate in the Activity. I have read and agree to the provisions stated above for myself and the minor participant. Further I understand and agree that neither the City of Lodi or The Headwaters Kayak Shop are responsible for supervision of the minor participant and that if I allow the above-named minor to participate without my supervision, I agree to assume all risks from such participation.

SIGNATURE: _____ DATED: _____

Print Name: _____

In event of an emergency contact:

Name: _____ Telephone Number: _____