

**CUYAHOGA FALLS, OH**



**(330) 969-BOAT**

## **POLICIES**

- All rentals will include boat, life vest, and paddle. Customers will be held liable for damages or loss of any rental equipment. An additional fee will be charged for damaged or lost rental equipment. Fee charged will be based on type of equipment damaged or lost and extent of damage.
- A \$10 late arrival fee will be charged if not at the designated take out location at the appointed time.
- All participants must check-in 15-30 minutes prior to departure.
- Participants must be at least 3 years old to use a canoe and 8 years old to use a kayak. Staff reserves the right to decide if a child is ready for a kayak. All minors ages 3-16 must be accompanied by an adult during the trip.
- Please dress appropriately. Shoes are recommended to be worn at all times. You will get wet.
- Life jackets must be worn at all times.
- Alcohol and drugs are prohibited.
- Do not trespass on private land.
- Trash is to be placed in trash cans and will not be thrown in the river.
- There is no lifeguard on duty and swimming is done at my own risk.
- Please lock all valuables in vehicles. Burning River Adventures is not responsible for any lost or stolen possessions.
- We reserve the right to cancel any and all trips due to inclement weather or river conditions.



**RELEASE & WAIVER**

**Participant Information**

Name: \_\_\_\_\_ Age: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

As additional consideration for my participation in canoeing/kayaking water activities with Burning River Adventures, LLC, ("BRA") the undersigned represents, covenants and agrees, on behalf of themselves, their heirs and assigns and any other person claiming by, under or through them as follows:

1. I acknowledge that participating in canoeing/kayaking/water activities ("Activities") involves risks, some of which I may not fully appreciate, and that injuries, death, property damage or other harm could occur to me or others. I acknowledge and voluntarily accept all risks of such injury, death or property damage that may occur while participating in the Activities and all associated activities regardless of whether or not caused in whole or in part by the negligence or other fault of BRA, its agents, employees, managers, members or other guests.
2. I waive all claims and forever release and discharge BRA, it agents, employees, managers and members for any injuries, damages, losses or claims, known and unknown, which arise from my participation in Activities associated with BRA whether caused by BRA, its agents, employees, managers, members or other guests.
3. I agree to indemnify and hold harmless BRA, its agents, employees, managers and members from and against all losses, claims, liabilities, damages, cost or expenses, including but not limited to attorney fees and other dispute costs and expenses, incurred by BRA, its agents, employees, managers, members or insurers as a result of my participation in the Activities whether or not caused by me or to me. In addition, I agree to add BRA, its agents, employees, managers, members as an additional insured on my liability insurance policies.
4. I have carefully reviewed this PARTICIPANT RELEASE AND WAIVER OF LIABILITY, understand its provisions and execute it voluntarily.
5. I have reviewed the rental agreement that is posted. I understand and agree to follow all policies.
6. I agree that any photographs or video made of me during my trip or transportation by BRA are sole properties of BRA, and can be used for marketing promotions, as I waive all rights to privacy/ publicity for photographs and/or video.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

*PARENT/GUARDIAN (MUST be signed by parent/guardian if participant is under the age of 18):*

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_