

# FORT WAYNE OUTFITTERS AND BIKE DEPOT PADDLESPORT PARTICIPANT AGREEMENT RELEASE AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of Fort Wayne Outfitters and Bike Depot, LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively known as "FWOBD"), I hereby agree to release, indemnify, and discharge FWOBD on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that kayaking entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: boat capsize and entrapment; tidal conditions, surf, and currents; travel and illness in remote areas; collision with objects or other watercraft; prolonged exposure to cold water, hypothermia, accidental drowning; mental anguish or trauma; exposure to sun, strong wind, cold, storms, large waves, eddies and whirlpools, and lightning; aggressive and/or poisonous marine life; bodily injuries; slips and falls while hiking; and rapidly changing adverse weather and water conditions. Furthermore, FWOBD employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give inadequate warnings or instructions, and the equipment being used might malfunction. As a result any FWOBD employee has the right to terminate a rental at any point if circumstances justify termination.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SMI from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of FWOBD equipment or facilities, including and such claims which allege negligent acts or omissions of FWOBD.
4. Should FWOBD or anyone acting on their behalf be required to incur attorney's fees or costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
6. This Agreement constitutes the entire agreement between the parties on the subject matter hereof and supersedes all previous discussion, promises or representations. No alternation or modification of this Agreement shall be valid unless agreed to in writing and duly signed by both parties. This provision may not be orally waived.
7. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against FWOBD, on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this document. I have read and understood it, and I agree to be bound by its terms.
8. I acknowledge that if the following rental accessories are lost or damaged upon return I agree to bear the costs associated:
  - After Hours Charge \$10/half hour
  - Rescue Charge \$30
  - Light \$15
  - Dry Bag \$23
  - PFD \$50
  - Paddle \$50
  - SUP Taxi \$220
  - Single Kayaks \$500
  - Tandem Kayaks \$800
  - Canoes \$900

Name of Participant (please print): \_\_\_\_\_ Phone number: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent/Guardian (if Participant under 18 years of age): \_\_\_\_\_

## Additional accessories available for rent:

- Dry Bag \$3
- P-Tec light \$3
- PFD \$5
- Paddle \$5
- SUP Taxi \$30/day

