

Release of Liability and Assumption of Risk

******* Read before signing *******

I, the renter of this rental equipment, lesson, or guided trip assume and understand that floating on a river, kayaking on a river, and paddle boarding on a river can be HAZARDOUS, and that rocks, logs, bridges, plants, animals, other people, my equipment, other equipment, exposure to the elements, variations in water depth, temperature, and speed of current, along with other structures and equipment, and many other hazards or obstacles exist in the river environment. In using the rental equipment or any facilities or vehicles related thereto such dangers are recognized and accepted whether they are marked or unmarked. River floating can be a strenuous and physically demanding activity. It requires walking, bending, reaching, stretching, standing, balancing, lifting, paddling, swimming, and awareness of the outdoor environment. I realize that slips, falls, flips, and other accidents do occur and serious injuries or death may result and I assume full responsibility for these risks. I further realize that personal property such as wallets, watches, keys, phones, glasses, food, hats and other items brought along on the trip may be damaged or lost during the course of the activity and I assume responsibility for repairing or replacing such items if damaged or lost. I acknowledge that alcohol consumption on the river is illegal and against company policy. I further acknowledge that consuming or being under the influence of alcohol or drugs while participating in this activity will affect my judgment, response time, physical ability, and coordination and could increase my chances of being involved in an accident, injured, death or being affected by the natural elements. I further acknowledge that life vests are always recommended and provided and if I choose not to wear it I do so at my own risk against the advice of Leavenworth Outdoor Center.

“IN CONSIDERATION FOR THIS RENTAL AND ANY USE OF THE FACILITIES, LESSONS, GUIDED TRIPS, VEHICLES, OR ENVIRONMENT RELATED TO THE USE OF THIS EQUIPMENT, I HEREBY RELEASE HOLD HARMLESS AND INDEMNIFY LEAVENWORTH OC INC, ITS SUBSIDIARIES AND ITS AGENTS, ITS EMPLOYEES FROM ANY AND ALL CLAIMS AND LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS RENTAL EQUIPMENT”

Rental Terms & Conditions

******* Read before signing *******

1. Life Vests are always recommended and included with each rental. Participants under 12 are required to wear a Life Vest at all times.
2. NO TRESPASSING! Except for Waterfront Park, all property along the Icicle and Wenatchee rivers is PRIVATE. Do not walk above the beaches.
3. The marked beach is the required take out. You are responsible for paddling into the beach at the end. Do not float beyond this point due to hazardous rapids and limited access downriver.
4. By using this equipment, you acknowledge you have read and understood the **Release of Liability and Assumption of Risk** (above)
5. NO ALCOHOL. Washington State law prohibits consuming alcohol in public places. Leavenworth OC Inc. rules are no alcohol.
6. The rental equipment is for the undersigned persons only. If the equipment is used by someone other than yourself, you, the renter, assume any and all liability associated with the unauthorized use.
7. **Equipment must be returned by closing.** Equipment not returned by closing will be charged a late fee.

Participant: I have read, understand, and agree to the Release of Liability and Assumption of Risk and the Rental Terms and Conditions above.

Full Name _____ Cell phone _____

Signature _____ Date _____ 2016

email _____ Date of birth _____

THE ADULT SIGNING ASSUMES ALL RESPONSIBILITY FOR THE MINORS LISTED BELOW:

Name: _____ Birth Date ___/___/___ Name: _____ Birth Date ___/___/___

Name: _____ Birth Date ___/___/___ Name: _____ Birth Date ___/___/___

Sign & Complete