

BIKE & KAYAK WAIVER AND RELEASE OF LIABILITY FORM

The Audrey H Thompson Trust and ShoestringBayHouse

EACH ADULT MEMBER OF GROUP MUST FILL OUT THIS FORM

I _____ [print name] hereby assume the risks of the use of a bicycle and kayak ("Bike & Kayak Use") provided by The Audrey H Thompson Trust ("Owner"), and all risks that may arise from negligence or carelessness on the part of the Owner, from dangerous or defective equipment or property owned, maintained, or controlled by the Owner, or because of their possible liability without fault. I am signing this document of my own free will.

I certify that there are no health-related reasons or problems which preclude my participation in Bike and Kayak Use. I acknowledge that I have been advised to wear an approved helmet while cycling and life jacket while kayaking. I am aware that the use of a bicycle and kayak is subject to any applicable municipal and state regulations. I am familiar with the proper use of the bicycle and kayak, including all quick release mechanisms, brakes, paddles and gear shifters. I am aware that cycling and kayak activities involve many risks and dangers including, but not limited to: drowning, death, changing weather conditions; mechanical failure of the equipment; loss of balance; difficulty or inability to control speed and direction; variation or steepness in terrain; rapid or uncontrolled acceleration on hills and inclines; variation or changes in the cycling surface including holes or depressions in the roads; exposed rock, snow, ice, earth and other natural objects; streams, creeks and rivers; cliffs and crevasses; collision with wildlife, pedestrians, vehicles or other cyclists and boaters; becoming lost; failure to cycle safely or within one's own ability; and negligence on the part of Owner or its staff including the failure on the part of Owner or its staff to safeguard or protect me from the risks and dangers of Bike or Kayak Use. I will not attempt repairs or removal of bike or kayak parts.

I am aware of the risks and dangers associated with cycling and kayaking activities and I fully assume such risks and dangers and the possibility of personal injury, death, property damage and loss resulting therefrom. I am liable for any damage to the rental bicycle, kayak or bicycle parts and accessories. I hereby certify for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I waive, release, and discharge Owner from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me in connection with Bike or Kayak Use;

(B) I indemnify, hold harmless, and agree to defend Owner from any and all liabilities or claims made as a result of participation in this activity, whether caused by their negligence of release or otherwise.

(C) I certify that I am at least 18 years of age. No use of bikes or kayaks by minors.

The Bicycle Kayak Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law

(D) I have obtained professional advice if I am unable to understand any part of this waiver.

(E) I will properly use any related and/ or recommended safety gear for each activity

Participant's Signature

Date

PRINT NAME -clearly

Email to: ShoestringBayHouse @gmail.com or take picture and send: 774-238-7181