**ADVENTURE OUTDOOR CENTER**

 **Melton Lake, Tennessee**

Date: \_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print Name Address

**Rules, Regulations and Waiver of Liability Agreement**

**Please read carefully. This is a release of liability and waiver of legal rights.**

1. **I acknowledge that use of Personal Watercraft (kayaks etc.) & Bikes (also referred to as “Activity) is hazardous and involves a great risk of physical injury or death. I assume all risks associated with the a Activity including, but not limited to, varying road & water conditions, obstacles (natural, manmade objects, weather conditions and varying depths & currents), other bikes and watercrafts. I acknowledge that use of watercraft and bikes may involve serious personal injury or even death. I hereby recognize and assume those risks.**
2. **In consideration of the purchase or demo of a watercraft or bike from Adventure Outdoor Center (AOC), I agree to release and hold harmless AOC, its subsidiaries, affiliates, respective agents, directors, officers, owners, contractors and employees (collectively “the Released Parties”) from any and all claims I might have as a result of Activity, including those claims based on negligence or breach of warranty. Additionally, I agree to indemnify the Released Parties for any and all claims whatsoever brought by third party for any damage which I may cause or which any other person may cause while engaged in the Activity.**
3. **I agree to return it in the same condition as I received it. Normal wear and tear accepted. I understand and agree that I am responsible for any rental watercraft, bike or equipment provided. I acknowledge that AOC employees have advised me the use of a personal floatation jacket (PFD) is mandatory.**
4. **If I am signing this liability release on behalf of a minor, less than 18 years of age (child), I represent that I am the parent and/or legal guardian of the child; I accept responsibility for all the child’s medical expenses incurred in connection with the Activity; I agree to indemnify the Released Parties for any and all claims brought by the child; and I agree to indemnify the Released Parties for any and all claims brought by third party arising in connection with the child.**
5. **I agree that if any portion of this release is found invalid or unenforceable, the remaining provisions will be fully enforceable to the fullest extent allowed by law, including any claims for personal injury and/or death will be governed by the laws of the state of and exclusive jurisdiction thereof will be in the state court residing in the county where the alleged tort occurred or federal court of the State of TN.**

**As a condition of my participation, I further agree, represent and warrant to Adventure Outdoor Center that:**

* **I have sufficient physical strength, endurance and experience to enable me to participant.**
* **I do not have any health problems or medical conditions that might preclude my participation.**
* **I will follow instructions given to me by the persons conducting the activity, including wearing a PFD.**
* **I also know that the activity could be dangerous and I will take appropriate precautions to minimize the possibility of injury to others and myself.**

Please sign:

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

Emergency Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE**

(Under Age 18 at Time of Registration)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child’s involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Child’s Name

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Child’s Name

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Child’s Name Child’s Name

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Child’s Name Child’s Name

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Parent/Guardian Signature

***-------------------------------------------------------------------------------------------------------------------***

***FOR OFFICE USE***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ***Vessel***  | ***Time Out*** | ***Time In*** | ***Fee*** | ***Tax*** | ***Total*** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |