



## **Liability Release, Hold Harmless and Assumption of Risk Agreement**

I acknowledge that I have the necessary skills to use the rented equipment (kayak, bike, paddle board or other) properly. I understand that the activity of kayaking and canoe paddling, and other related water activities and bicycling involve inherent hazards and other risks. The risks include but are not limited to: physical exertion, inclement weather, capsizing of watercraft, immersion in water, tides and currents, hypothermia, accidents or illness in remote areas, tripping or slipping on rocks, travel to/from site, other boats or boaters, equipment failure and malfunction, drowning and loss or damage to personal property are your responsibility.

Furthermore, unless on a Guided Tour, SLWA employees are not guides or instructors. They may suggest routes to take or ways to maneuver and/or operate the equipment but are not responsible for any accident resulting in injury or death. Your navigation choices or ensuring that you safely enter or exit the kayak, canoe, paddle board or any other equipment.

### **I. EXPRESS ASSUMPTION OF RISK**

I hereby agree that he/she is operating or using the kayak(s), bicycles or other equipment provided by Sky Lakes Wilderness Adventures, LLC at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the operation, or use of the kayak and equipment, and assumes all risk of injury, damage or loss that might result.

### **II. WAIVER/RELEASE OF LIABILITY**

By the execution of this Release & Agreement, the undersigned agrees that Sky Lakes Wilderness Adventures LLC shall not be liable for any damages arising from personal injuries sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the operation, or use of Kayak(s), bicycles and other equipment provided by Sky Lakes Wilderness Adventures LLC. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that Sky Lakes Wilderness Rentals LLC shall not be liable for any loss or theft of personal property.

### III. LIABILITY TO THIRD PARTIES

The undersigned hereby agrees that he/she will indemnify and hold harmless Sky Lakes Wilderness Adventures LLC for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operators and passengers of other watercraft, bicycles or other equipment and minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the operation or use of equipment provided by Sky Lakes Wilderness Adventures LLC.

### IV. ACKNOWLEDGMENT OF WAIVER AND RELEASE

The undersigned states that he/she has had sufficient time to review this Release & Hold Harmless Agreement and to ask any questions associated with this Release & Agreement. The undersigned further states that he/she has carefully read the foregoing Release and Hold Harmless Agreement, knows the contents thereof, and has signed said Release & Agreement as his/her own free act.

**\*\*\*You must read all parts of this Release and Agreement before Signing\*\*\***

I \_\_\_\_\_ do hereby agree to all terms of this Liability Release, Hold Harmless and Assumption of Risk Agreement.

Signature \_\_\_\_\_ Date \_\_\_\_\_