

Waiver and Release of Liability for Hoover Adventures LLC

All participants MUST Read Carefully and Sign

In consideration of participating in any activities, events, either actively or as an observer held by or in partnership with **Hoover Adventures LLC**, I the undersigned, acknowledge and agree to the following:

1. Due to the nature of the activities and events sponsored by **Hoover Adventures LLC**, the risk of injury is significant, including the risks for the following, but not limited to permanent paralysis, death, sprains, fractures, drowning, disease and other ailments that could cause serious disability.
2. These risks may be caused by the negligence of participants, employees, **Hoover Adventures LLC** owners, as well as anyone in the vicinity of the activities, events, or by defective equipment, accidents, forces of nature, etc. They may arise from foreseeable or unforeseeable causes, such as weather, water levels, guide decision making, misjudged terrain or other factors.
3. I hereby assume all risks and danger for any losses and/or damages and injuries, whether caused in whole or partially by the negligence or other conduct of the owners, employees, or agents of **Hoover Adventures LLC**, or by participants or others.

_____ INITIALS

4. I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify **Hoover Adventures LLC** and its partners, owners, agents, and employees from any and all claims, actions and losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my participation in any activities and/or events sponsored by **Hoover Adventures LLC** or by my use of equipment belonging to **Hoover Adventures LLC**.

_____ INITIALS

5. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners or employees of **Hoover Adventures LLC**.

_____ INITIALS

6. I permit the use of any photos, slides, films, or sketches taken during the day's activities for publicity, advertising, promotion or other commercial purpose by **Hoover Adventures LLC** or its partners.

_____ INITIALS

7. I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE **HOOVER ADVENTURES LLC** LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Print Name	Date

Signature

If under 18*, parental signature:

Signature	Age	Date

If accompanied by a dog:

Signature	Breed	Date

Lease Agreement

Lessor: **Hoover Adventures LLC**

Lessee Signature: _____ Phone: _____

Print name: _____

Equipment covered by this agreement:

of canoes: _____ # of canoe paddles: _____

ODNR#: _____

of kayaks: _____ # of kayak paddles: _____

ODNR#: _____

Breakdown of type of kayaks: _____

of lifevests: _____

Date of rental (term of lease): _____

Equipment is to be returned to **Hoover Adventure LLC** at drop-in point within 10 minutes after rental. Lessee agrees to pay **Hoover Adventure LLC** \$20.00 for late returns in consideration of this lease and the following mutual covenants and agreements, lessee agrees as follows:

- a. That he/she will take precautions to safeguard all equipment.
- b. That he/she accepts full responsibility for the equipment and agrees to return the equipment to lessor on the date agreed upon in as good condition as when received.
- c. That he/she shall indemnify lessor against all loss and damage to equipment covered by this agreement and agrees to pay the lessor any amounts owed to lessor by virtue of said indemnification within one week from the date loss or damage occurs. The replacement value for the most common types of loss or damage is agreed to be as follows:

Canoe/Kayak lost or stolen: List Price

Broken seat: \$50

Hole in canoe: \$150

Paddle damaged or lost: \$30

Life vest damaged or lost: \$40

Large dents 4" diameter \$50+

Miscellaneous items at list price

- d. That he/she shall indemnify the lessor against and hold it harmless from any and all claims, demands, causes of action or lawsuits for personal injuries (including deaths) or for property damage arising out of the use, operation, transportation, or possession of said equipment.
- e. That the canoe/kayak shall be taken only on the waters indicated herein, and that lifevests will be worn by all paddlers under 16 years of age while on water.
- f. That he/she will not stop payment on any checks or credit cards used for rental of canoes/kayaks or equipment or selected trips.
- g. That paddling will be done on Hoover Reservoir, rentals must always stay in the reservoir. He/She must be aware of time and rental length at all times.