

# Release of Liability, Assumption of Risk, and Media Release Agreement



## **CEDAR RIVER STATE WATER TRAIL RULES AND REGULATIONS**

Glass containers of any kind are prohibited in the riverway (including landings) and could result in a fine. There are no public garbage facilities within the riverway. You are required to take all garbage with you, do not leave it at the landings. You are required to bring a waterproof container for garbage. Plastic bags satisfy this requirement. Noise travels far over water. Please be considerate of other river users. Chainsaws are illegal within the riverway. If traveling on the river after dark, canoes and kayaks are required to have a flashlight/headlamp/white light available for visibility. City of Austin Parks are closed from 10:30 pm to 7 am. No camping, no driving or parking on the grass, no glass. Violations of this ordinance can carry a fine.

## **I. AGREEMENT TO PARTICIPATE**

This agreement applies to all renters, passengers, and users of equipment provided by Floatin' Goat Outfitters, LLC, including its employees, agents, successors, insurers, and affiliates ("Floatin' Goat Outfitters"). By signing this agreement, the undersigned ("Customer") voluntarily agrees to rent or use equipment and/or participate in activities such as kayaking, canoeing, or paddle sports offered by Floatin' Goat Outfitters. This includes signing on behalf of any minor children listed on this waiver. Customer agrees to disclose all participants. Failure to do so may result in Customer assuming liability for undisclosed individuals.

**Parent/Guardian Waiver for Minors** In accordance with Minnesota law, a parent or guardian may sign a waiver on behalf of a minor, but this may not fully prevent the minor from bringing a claim through a guardian ad litem. Minor rights may be protected separately by the courts.

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

To the fullest extent allowed by Minnesota law, the Customer releases Floatin' Goat Outfitters from any liability for injury, death, property damage, or loss arising from the use of rental equipment or participation in activities—even if caused by the ordinary negligence of Floatin' Goat Outfitters. This waiver does not apply to claims resulting from reckless, willful, or intentional misconduct.

## **III. IV. RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT**

In consideration of being allowed to participate in kayaking or other paddle sport activities, and for the use of any equipment, gear, or property belonging to Floatin' Goat Outfitters, LLC, Customer agrees as follows:

### **1. Acknowledgment of Risk:**

Customer understands that paddle sports involve known and unknown risks, including but not limited to: drowning, near-drowning, collision, impact with submerged objects, wildlife encounters, physical strain, heat/cold exposure, medical emergencies, or injury from entering/exiting watercraft. These risks can result in physical or emotional injury, paralysis, permanent disability, death, or property damage. Such risks cannot be eliminated entirely, even with the use of safety equipment.

### **2. Assumption of Risk:**

Customer expressly and voluntarily assumes all inherent risks and all consequences arising from participation in these activities—including those resulting from the ordinary negligence of Floatin' Goat Outfitters and its owners, employees, volunteers, agents, and affiliates ("Releasees").

### **3. Release and Hold Harmless:**

Customer hereby voluntarily releases, waives, and forever discharges Releasees from any and all claims, demands, causes of action, or liability arising from participation in these activities or the use of equipment, even if caused by the ordinary negligence of Releasees.

Customer further agrees to indemnify and hold harmless Releasees from any costs, damages, claims, attorney's fees, or expenses arising from or in connection with participation in these activities—except where caused by gross negligence or willful misconduct.

### **4. Medical and Insurance Responsibility:**

Customer affirms they have adequate health and liability insurance to cover any injury or damage caused by or sustained while participating. If not, Customer agrees to personally bear all costs of such injury or damage. Customer also affirms they are not aware of any physical or medical condition that would affect their safe participation or are willing to accept and bear all related risks and costs.

**5. Legal Venue and Severability:**

Customer agrees that this agreement shall be governed by the laws of the State of Minnesota and that any legal action shall be brought exclusively in Mower County, Minnesota. If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**6. Voluntary Agreement:**

Customer affirms they have read this agreement fully, understand its contents, and are signing freely and voluntarily. They acknowledge that if injury or property damage occurs, they may be found by a court to have waived their right to maintain a lawsuit against Releasees for claims of negligence.

**IV. LIABILITY TO THIRD PARTIES**

Customer agrees to indemnify and hold harmless Floatin’ Goat Outfitters from all claims by third parties—including passengers, minors, or others affected by Customer’s participation—except where damages arise solely from reckless or intentional misconduct by Floatin’ Goat Outfitters.

**V. DAMAGE POLICY**

Floatin’ Goat Outfitters does not collect a damage deposit upfront. Equipment is inspected upon return. Customer agrees to pay for all repair or replacement costs for damaged, lost, or stolen items (including kayaks, life jackets, paddles, etc.), lost rental time due to unavailability from damage, any applicable legal or collection fees. An itemized bill will be provided, and payment is due upon receipt.

**VI. CONDITION OF EQUIPMENT UPON RETURN**

Customer agrees to return all equipment: clean and free of garbage or debris, in the same condition it was rented (ordinary wear and tear excepted), to the designated return location.

**VII. SAFETY AND RIGHT TO REFUSE SERVICE**

Floatin’ Goat Outfitters reserves the right to refuse service to anyone who appears intoxicated or under the influence of drugs, acts in an unsafe, aggressive, or noncompliant manner, poses a risk to themselves, others, or the business. No refunds will be issued in these cases. Customer confirms they have received, understood, and agree to follow all safety instructions provided.

**VIII. MEDIA RELEASE (Optional)**

Floatin’ Goat Outfitters may take photos or video footage of participants and equipment for promotional use (website, social media, print). By checking below, Customer can consent or opt out:

- ☐ I consent to the use of photos/videos of me and/or my group for marketing and promotional use.
- ☐ I do NOT consent to media use.

This consent may be revoked in writing at any time.

**IX. ACKNOWLEDGMENT AND SIGNATURE**

Signing this form (physically or electronically), constitutes the agreement by which you agree to abide by the paragraphs above.

If the Customer is signing on behalf of a minor, they acknowledge full responsibility for the minor’s safety, actions, and compliance with all terms of this agreement. The parent or legal guardian agrees to assume all risks and liabilities on behalf of the minor.

The Customer confirms that they are in good health and do not have any medical conditions or illnesses that could impair their ability to safely participate in paddle sport activities.

Name (First, MI, Last): \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Parent/Legal Guardian (if under 18): \_\_\_\_\_

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