

OFFICE USE ONLY

CANOES \_\_\_\_\_ KAYAKS \_\_\_\_\_ RIVER \_\_\_\_\_

PADDLES/OARS \_\_\_\_\_ PFD'S \_\_\_\_\_ PUT IN TIME \_\_\_\_\_

MIL \_\_\_\_\_ EMS \_\_\_\_\_ GROUP \_\_\_\_\_ # OF PEOPLE \_\_\_\_\_ TAKE OUT TIME \_\_\_\_\_

**Elk River Adventures, LLC**

**CANOE & KAYAK SHUTTLE WAIVER**

In consideration of being allowed to participate in our shuttle service, I, the undersigned, acknowledge, appreciate, and agree to the following GENERAL RELEASE:

1. Elk River Adventures LLC does not carry insurance for privately owned vessels being shuttled and is not liable for ANY damages related to the shuttling of your vessel/vessels.
2. I am the owner of the vessel/vessels being shuttled by Elk River Adventures LLC, and I am solely responsible for ANY damage or loss concerning my vessel/vessels.
3. I acknowledge that Elk River Adventures LLC is not in control of or responsible in any way for damages and/or delays that may be caused by traffic, accidents, weather, floods, or other acts of nature, or other causes beyond Elk River Adventures' control.
4. I release and waive any and all claims against Elk River Adventures LLC, its employees, agents and assigns for any and all claims or liability, whether caused by the negligence of Elk River Adventures LLC, or otherwise, to the fullest extent permitted by law, related to (1) damage to or caused by my vessel/vessels being shuttled by Elk River Adventures LLC its employees, agents and assigns, whether damage is to persons, animals, or property in or about my vessel, a third party's vehicle, or elsewhere: (2) if any of my personal property is lost, stolen or cannot be located; (3) damage to any vessel or personal property, including fire, theft or vandalism that may take place while the vessel is in the care and possession of Elk River Adventures LLC, while on an Elk River Adventures LLC canoe or kayak trailer, put-in or take-out, and (4) or for time or costs arising from any indisposition or delay.
5. I indemnify Elk River Adventures LLC from any and all claims for any incurred loss, liability, damage or cost, including attorney's fees claimed by any party against Elk River Adventures LLC, arising from or related to the shuttling of my vessel/vessels, and for cost incurred by Elk River Adventures LLC in connection with shuttling my vessel/vessels.
6. I assume all risks, known and unknown, including full responsibility for and risk of bodily injury, loss of any kind, death or property damage as a result of Elk River Adventures LLC shuttling my vessel/vessels.
7. This Release contains the entire agreement between the parties and the terms of this Release are contractual and not a mere recital. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Release shall be interpreted as if such invalid agreements and covenants were not contained herein. I have carefully read this document and know and understand the contents and accept it as my own free act. I give permission to the shuttle driver to transport my vessel/vessels and do agree to the above policies.

Name \_\_\_\_\_ Phone # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Driver's License # & State \_\_\_\_\_ Signature \_\_\_\_\_

Number & Type of vessels shuttled: \_\_\_\_\_

Name & age of all persons in your party: \_\_\_\_\_

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