

**ACKNOWLEDGEMENT OF RISKS & ACCEPTANCE OF RESPONSIBILITY
RELEASE OF LIABILITY – READ BEFORE SIGNING**

In consideration of being allowed to participate in any Enchanted Gardens Canoe Rental activities or related events,

I the undersigned (BELOW), acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is **significant**, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Company immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS, ENCHANTED GARDENS CANOE RENTAL, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lesser of premises used for the activity (“releasees”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITH OUT ANY INDUCEMENT.

In addition I understand that while participating in this kind of activity or related activities I may be photographed. I understand and agree that the photograph(s) may be used in whole or in part, at any time, in composite or distorted form, in color or otherwise and may be displayed through any medium including, but not limited to printed medium, video or on the internet. By signing this waiver I authorize any initial and any subsequent disclosure or publication of the photograph(s) at any time.

x _____ Age: _____

(PRINT NAME)

x _____ Date: _____

PARTICIPANTS SIGNATURE

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY 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 child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident 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 _____ / _____ Date: _____

PARENT/GUARDIAN SIGNATURE (PRINT name)