

WAIVER AND RELEASE OF LIABILITY AGREEMENT FOR MINORS
(Parents/Legal Guardians: Read carefully before initialing & signing)

In consideration of The Canyons Kayaks (The Canyons, Inc.), making available, at my request and consent, to _____, a minor, to participate in kayaking activities on its premises, I hereby acknowledge, agree, and promise the following:

_____ 1 **Knowledge & acceptance of risks.** I acknowledge I am aware of the risks, dangers, and hazards inherent in kayaking activities, which include, though not limited to, slipping, losing balance, and falling; injuries, bodily and emotional; drowning; terrain and conditions thereof; weather and natural forces and conditions; water conditions, including obstacles, depth, quality, contents, or inhabitants thereof. I also acknowledge that I am obligated to obey all requirements in connection with participating in kayaking, and to ensure that the minor-participant does as well. Recognizing these and other risks are a part of such recreational activities as kayaking, I do hereby fully and unconditionally accept and assume responsibility for the consequences of all such risks.

_____ 2 **Release of all claims & liability.** I hereby release, discharge, acquit, and hold harmless The Canyons, Inc., its employees, agents, officers, shareholders, and all other representatives thereof, from any claim or liability by me for, or on behalf of, the minor-participant, for damage, harm, bodily or emotional injury, or death in connection with, or resulting from, the kayaking activities, whether such damage, harm, injury, or death was caused by my negligence or fault, or by the minor-participant, or by employees, agents, officers, shareholders, or representative of The Canyons, Inc., or by any other person or entity.

_____ 3 **Indemnification against claims of others.** I further agree and promise to indemnify and hold harmless The Canyons, Inc., against all claims of harm, damage, injury or death by third persons in connection with the kayaking activities in which I am participating, whether or not alleged to have been caused by my negligence or fault, or by the negligence or fault of any employee, agent, officer, shareholder, or representative of The Canyons, Inc.

_____ 4 **Deliberate understanding & intent.** I have had sufficient opportunity to read this entire agreement, understand the contents of it, and deliberately agree to be bound by its terms. By initialing and signing this agreement, I acknowledge that I am knowingly, voluntarily, and intentionally agreeing to all of this conditions of this waiver and release set forth above, for myself, and for the minor-participant, deliberately waiving and releasing The Canyons, Inc., its employees, agents, principals, shareholders, and officers from any and every claim for harm, injury, damage, or death that may arise or result from, or in the course of, the minor named above participating in the kayak activities, in accordance with the terms of this agreement.

**NOTICE TO THE MINOR CHILD'S
NATURAL GUARDIAN**

_____**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHLD ENGAGE IN A POTENTIUALL DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE CANYONS. INC. USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER**

FROM THE CANYONS, INC. IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE CANYONS INC. HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Minor Participant's name: _____ Minor's DOB: _____

Date: _____ Name of Parent/Legal Guardian: _____

Signature of Parent/Legal Guardian: _____

Address of Parent/Legal Guardian: _____

Telephone of Parent/Legal Guardian: _____