

## WAIVER AND RELEASE OF LIABILITY AGREEMENT

*(Read carefully before initialing & signing)*

In consideration of The Canyons LLC, d/b/a The Canyons Kayak, making available to me 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. Recognizing these and other risks are a part of such recreational activities as kayaking, I 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 LLC, its employees, agents, officers, shareholders, and all other representatives thereof, from any claim or liability by me, or on my behalf, 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 employees, agents, officers, shareholders, or representatives of The Canyons LLC 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 LLC, 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 LLC.

\_\_\_\_ **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, deliberately waiving and releasing The Canyons LLC, 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, my participating in the kayak activities, in accordance with the terms of this agreement.

Participant name: \_\_\_\_\_ Weight: \_\_\_\_\_ DOB: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_