

**ACKNOWLEDGEMENT OF RISK
ASSUMPTION OF RISK AND RESPONSIBILITY
RELEASE OF LIABILITY**

WARNING: There are significant elements of risk in any adventure, sport or activity associated with the outdoors or wilderness, the use or presence of watercraft, including but not limited to canoes, kayaks, rafts, tubes, incidental camping or hiking (referred to herein as "activity"), and the use of related equipment.

ACKNOWLEDGEMENT OF RISK: I am aware that this activity entails risks of injury or death. I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury, illness, or death. Risks include but are not limited to the following: 1) Changing water flow or currents; 2) Collision with other participants, any portion of the craft, other watercraft, overhanging, submerged and/or semi-submerged trees, branches, rocks and boulders; 3) Cold weather and heat related injuries and illnesses including frostbite, heat exhaustion, sun stroke, and dehydration; 4) Inclement weather, variances and extremes of wind, weather and temperature; 5) My sense of balance, physical coordination, ability to swim, and/or follow directions; 6) Loss of control of the craft, collision, capsizing, and/or sinking of the craft which can result in wetness, injury, exposure to the elements, hypothermia, and/or drowning; 7) Getting in or out of the craft; 8) Travel to or from the activity, including camping before, during, or after the activity; 9) The presence of insects and marine life forms including bacteria; 10) Accidents or illness occurring in remote places where there are no available medical facilities.

Although you have taken reasonable steps to provide appropriate equipment and orientation by staff so I can enjoy an activity for which I may not otherwise be skilled, I acknowledge this activity involves certain risks, which cannot be eliminated without destroying the character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to my personal property, or causes of accidental injury, illness, or in extreme cases, permanent trauma or death. I acknowledge that during the activity, I may experience fatigue, chill, and/or dizziness, and my reaction time may be diminished and the risk of accident increased.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: My participation in this activity is purely voluntary. No one is forcing me to participate. I elect to participate in spite of risks. I am capable of participating in the activity and using the equipment. Therefore, I agree to assume full responsibility for bodily injury, accidents, illness, death, loss of personal property, and any related expenses, for myself, including any minor children for which I am responsible. I AGREE TO WEAR AN U.S. COAST GUARD APPROVED PERSONAL FLOTATION DEVICE (LIFE JACKET) WHILE IN OR UPON ANY WATERCRAFT. This is a basic safety precaution and IS REQUIRED. I assume the risks of personal injury, accidents and/or illness. This includes, but is not limited to: sprains, torn muscles and/or ligaments, fractured or broken bones; eye damage, cuts, wounds, scrapes, abrasions, contusions, heart attack, or death.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my behalf. I agree that any film or photographs of me as participants, becomes your property and may be used for promotional or commercial purposes.

COVENANT OF GOOD FAITH: I recognize that you, as provider of services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems; and/or refuse or terminate the participation of any person(s) you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants.

RELEASE: In consideration of services or property provided, I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby release:

THAXTON'S SOUTH FORK CANOE TRAILS, INC. dba Licking River Canoe Rental,

It's principals, directors, officers, agents, employees and volunteers, and each and every landowner, municipal and/or governmental agency upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence).

I have read the above ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK & RESPONSIBILITY, and RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I MAY BE WAIVING VALUABLE LEGAL RIGHTS.

PARTICIPANT'S SIGNATURE (and age) _____

IF PARTICIPANT IS UNDER 18, PARENT/LEGAL GUARDIAN MUST COSIGN HERE _____

PRINT

Name _____

Address _____

City & State _____ Phone # _____

Trip Date _____ Trip description & cost _____