



Franklin Kayak LLC

## Liability Waiver

Each participant must read and sign before renting a kayak. In order to fairly and honestly inform you of the services we provide, you should know and appreciate that participation and/or use of any equipment during this trip involves certain specific risks and dangers which are inherent in river kayaking and other high-risk activities. These risks include loss or damage to personal property, injury or fatality, collision with an object, immersion in water and hyperthermia, falling while on board a vessel or on shore, accidents or illnesses in remote places without medical facilities, and other unforeseeable events. **There are no lifeguards along the river. The weight limit for each kayak is 250 pounds.**

I, the undersigned, hereby acknowledge that I fully understand that there are inherent risks involved in river activities, as well as activities preliminary and subsequent thereto, including but not limited to the transportation to and from the river. I expressly covenant and state that I assume all risks for myself and children in my care.

I, understand that the rates quoted to me are based on my assumption of said risks, and that I have been given a special rate based in this assumption, and I specifically release Franklin Kayak LLC, its owners, agents, guides, drivers, contractors from any liability as to any right of action or claim to relief that may accrue to me or my heirs or personal representatives for any such personal injury, loss of life, loss of consortium, or loss of or damage to property, including any gross negligence or reckless misconduct, which I may suffer on said river trip, the transportation to and from the river, or other activities associated with the administration, myself, and all members of my family including any minor accompanying me.

I further agree to be responsible for the kayaks, paddles, life vests, and/or other equipment issued to me; I will inspect said equipment prior to using it in order to determine if it is in a safe condition of repair and seaworthy, and I agree to return it in the same general condition. I acknowledge that I (and the children in my care) have received life vests and understand how they are to be used- if we do not understand, we will ask for proper instruction, adults should buckle vests on small children. We encourage you to wear your life preserver and you acknowledge that each person in your group understands its proper usage.

**Lost or Damaged Kayak: \$500 and up. Lost or Damaged Paddle/Life Vest: \$30 and up.**

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Please Print Name

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Signature

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Date