



RENTAL AGREEMENT

Name of Renter: _____

Address: _____

City, State, Zip Code: _____

Telephone #: _____

Driver's License #: _____ License Plate #: _____

Email Address: _____

(Quantity)

Canoe(s) _____

SUP Board _____

Camp _____

Kayak(s) _____

Shuttle _____

Raft _____

Paddle(s) _____

TOTAL COST: \$ _____

Tube(s) _____

Life Jacket(s) _____

ALL WATERCRAFT MUST BE IN BY _____ P.M. OR A FEE OF \$10.00 PER HALF HOUR SHALL BE CHARGED. IF PAYMENT WAS MADE BY CREDIT CARD, SUCH ADDITIONAL FEES SHALL BE ADDITIONAL CHARGES TO THE CREDIT CARD.

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Waiver: In consideration of being permitted to participate in or observe **ANY RECREATIONAL ACTIVITY**, including but not limited to, the following activities: Canoeing, Kayaking, Rafting or Tube floating, and any use of Adventures on the Great Miami facilities for picnicking or other activities of any kind; at, on or near the Great Miami River and the property located at 1995 Ross Road, Tipp City, Ohio; I, the undersigned, on behalf of myself, my heirs, personal representatives or assigns, do hereby **RELEASE, WAIVE, COVENANT NOT TO SUE AND FOREVER DISCHARGE J. Chris Jackson and Adventures on the Great Miami, along with its officers, employees and agents, from and against any and all claims, demands, actions or causes of actions for costs, expenses or damages to personal property and/or personal injury, and/or death**, that may result, directly or indirectly, from my participation in, or observance of, these activities. This waiver includes, but is not limited to, claims, demands, actions or causes of actions that result, in whole or in part, from the sole or contributory negligence or wrongdoing, strict liability or fault of J. Chris Jackson and Adventures on the Great Miami along with its officers, employees and agents in creating, developing or maintaining the property located at 1995 Ross Road, Tipp City, Ohio, or any inherently dangerous condition found thereon, or in rendering medical aid or assistance to me.

THIS DOCUMENT IS CONTINUED ON THE REVERSE SIDE AND SIGNATURES ARE REQUIRED.

Assumption of Risk: I understand and acknowledge that participation in or observance of the above-described activities carries with it certain inherent dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but may include (1) minor injuries such as scratches, bruises and sprains; (2) major injuries such as eye injury or loss of sight, joint or back injuries, broken bones and concussions; and (3) catastrophic injuries such as paralysis and death. I further understand and acknowledge that such injuries may be compounded by the actions of others in rendering medical aid or assistance to me.

Alcohol Prohibited: I understand and acknowledge that alcohol consumption is not permitted in public places, nor are alcoholic beverages permitted on the premises of Adventures on the Great Miami. I further agree that I will not bring any alcohol onto the premises of Adventures on the Great Miami, nor onto their canoes, tubes or kayaks, nor will I consume any alcoholic beverages of any kind while participating in activity on the Adventures on the Great Miami premises.

I have read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent in canoeing, kayaking, or tube floating on the Great Miami River, fishing or other related water activities, and any OTHER RECREATIONAL ACTIVITY. I hereby assert that my participation or observation of such activities is voluntary and that I knowingly assume all such risks. I further understand and acknowledge that by participating in or observing these activities, I am doing so at my own risk.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD J. Chris Jackson and Adventures on the Great Miami along with its officers, employees and agents HARMLESS from any and all claims, costs, demands, orders, lawsuits, losses, liabilities, damages and expenses (including, but not limited to, reasonable attorney's fees and other court-related or defense-related costs, including expenses to retain consultants and other experts), brought as a result of my participation in or observance of the above-described activities, and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Ohio, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Equipment Responsibility: The undersigned further expressly agrees to be financially responsible for replacement and/or repair of any damaged or lost equipment, including, but not limited to: canoe(s), kayak(s), paddle(s) and life jacket(s). Standard replacement value of equipment shall be as follows (subject to change): Canoe \$600, Kayak \$350, Canoe Paddle \$20, Kayak Paddle \$30, Life Jacket \$20.

ACKNOWLEDGMENT OF UNDERSTANDING: I HAVE READ THIS WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, AND FULLY UNDERSTAND ITS TERMS. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE EXTENT ALLOWED BY LAW.

Signature of Renter

Date

Signature of Parent/Guardian of Minor

Date