

[Participant signatures commence on the following page.]

**ACTIVITY WAIVER OF LIABILITY; INDEMNIFICATION AGREEMENT
ASSUMPTION OF THE RISK**

ZALOO'S CANOES, INC.

The novel coronavirus, **COVID-19**, has been declared a worldwide pandemic by the World Health Organization, **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

ZALOOS CANOES, Inc. has put in place preventative measures to reduce the spread of COVID-19. Further, being in an area with other people like our facility, vehicles and the New River State Park **could increase your risk and that of your children if applicable by contracting COVID-19.**

By signing below, I represent that I am in good physical health and capable of participating in canoeing, kayaking, or tubing , (hereinafter the "Activity,") and I agree to waive any claim related thereto as set forth more fully herein.

Assumption of the Risk. I am aware that participating in the Activity may involve certain inherent risks, dangers and hazards that may result in serious personal injury or death and that during my participation in the Activity I may be exposed to a variety of hazards and risks, foreseen and unseen, which are inherent to the Activity, including but not limited physical exertion; contact with other Activity participants and persons; exposure to the outdoors, including potentially dangerous aquatic sports conditions; and travel risks, among other injuries and damages. I acknowledge that the enjoyment and excitement of the Activity is derived in part from the inherent risks in outdoor activity and these risks contribute to the enjoyment and are a reason for my participation. I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such risks. I further understand that on this Activity there may not be rescue or medical facilities, first aid, or the expertise necessary to deal with the risks to which I may be exposed.

Waiver of Liability. In consideration of being allowed to participate in any way in the Activity, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue Zaloo's Canoes, Inc., its officers, employees, and agents from liability from any and all claims including the negligence of the Zaloo's Canoes, Inc., its officers, employees and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in Activity.

Indemnification and Hold Harmless. I agree to indemnify, defend and hold harmless the persons and entities mentioned above from any and all liabilities or claims made by other individuals or entities as a result of my participation in the Activity. I will abide by the Terms and Conditions of Zaloo's Canoes, Inc., and use common sense.

Grant of License. I hereby grant Zaloo's Canoes, Inc., and its affiliates, partners, and/or other associates an irrevocable license to use my name and/or likeness in all forms and in all media for social media, advertising, trade, and any other lawful purposes.

Prohibited Activities. I agree and acknowledge that the Activity is strictly drug and alcohol-free and in no circumstances shall the consumption or use of drugs or alcohol be permitted. If it appears that any participant is under the influence of drugs or alcohol they shall not be permitted to participate in the Activity and

Acknowledgement of Understanding. I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

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Date	Signature	Printed name	Phone number	Emergency contact name and phone number
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