



# ROCKY FOREST RIVER RUN, LLC

## WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

*-Must be signed and given to RFRR staff prior to departure - Read Carefully before Signing -*

In consideration of being allowed to participate in in Rocky Forest River Run, LLC, (herein after called lessor or RFRR) related activities, I the customer (herein after called renter, participant or lessee), the undersigned, acknowledge and agree that:

1) I knowingly and freely assume all such risks involved in paddle sports, both known and unknown, even if arising from the negligence of the lessors or others, and assume full responsibility for my participation. My participation in this activity is totally voluntary, in spite of the risks. I declare that I have no physical or mental condition that should preclude me from participating in a RFRR activity. I certify that I have adequate insurance to cover any injury or damage I may incur or cause while participating, or else I agree to bear the costs of such injury or damage myself. I acknowledge RFRR is not responsible for any lost or damaged personal property or personal injury while on RFRR property, or while renting RFRR devices, whether on land or water. I also recognize the contagious nature of COVID-19 and voluntarily assume those risks.

2) I, for myself and on behalf of my heirs, next of kin, administrators, personal representatives and estate do hereby fully and forever release, waive, indemnify, and hold harmless Rocky Forest River Run, LLC and its owners, officers, operators, employees, affiliates, other participants, and, if applicable, owners and lessors of premises used to conduct event(s), as well as any loss of service which may arise out of renter's use of Rocky Forest River Run equipment, premises or facilities; and I do further agree that I shall not bring any claims, demands, or legal actions against RFRR for losses or liability arising out of or related to any injury, disability, loss of use, or death I may suffer; or loss or damage to person or property, whether arising from the negligence of the lessors or otherwise, or otherwise specifically related to Covid-19 and release Rocky Forest River Run, LLC from any and all liability for the unintentional exposure or harm due to COVID-19 to the fullest extent permitted by law.

3) I consent to the use of photographs or video taken of me by Rocky Forest River Run or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to the same.

4) That the canoe/kayak/tube shall be taken only on the Yadkin River and not removed from that waterway, and that life vests/PFD's will be worn by all paddlers while on water. Children 12 years of age and younger, MUST wear a life vest(s) at all times while on the water. [This is North Carolina law.]

5) To take precautions to safeguard all equipment and accepts full responsibility for the equipment and agrees to return equipment to RFRR in as good of condition as when received no later than 6:30pm on Friday (except during a Twilight Float) and by 5:30pm on Sat. and Sun, or will be charged for damages, loss and/or late fee of \$10. Renter agrees to use all equipment for its designed purpose only. Renter is responsible for all costs for any and all damages, loss or theft of rental equipment, including but not limited to vandalism or theft, and shall pay RFRR the full cost of repair or replacement.

I have read this release of liability and assumption of risk agreement and fully understand its terms, understand that I have given up substantial rights and by signing this document. Renter acknowledges he/she is 18 years or older and has read this document and specifically understands he/she is releasing and waiving any claims or actions that may occur, for the negligent acts, omissions or other conduct by the owners, agents, operators, or staff RFRR, and sign it freely and voluntarily without any enticement.

By signing below, I agree to each statement above.

X \_\_\_\_\_

\*Participant's (Renter's) signature

\* Date

\*Printed Name: \_\_\_\_\_

\*Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

\*Cell Phone #: \_\_\_\_\_

\***Emergency Contact:** \_\_\_\_\_ \***Phone #:** \_\_\_\_\_



**\*Printed Name(s) of Other Adults Participating and paid for in your group/party:**

Other Adult: \_\_\_\_\_ Other Adult: \_\_\_\_\_

Your Vehicle Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_ (in event of emergency)

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**Like us & Check-in on Facebook;** 😊 **Please Review Us on *Trip Advisor, Google, Bing* or *Yelp*** if you enjoyed RFRR!  
If you do a review before to leaving, let us know you did this prior to leaving for a surprise!

**For parents/guardians of participants of minor age (under 18 at time of registration):** This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the lessors, and, for myself, my heirs, assign, and next of kin, do release and agree to indemnify and hold harmless the lessors from any and all liability incidents to my minor child's involvement or participation in the activity with Rocky Forest River Run, LLC, even if arising from the negligence of the lessors or otherwise.

Minor Name(s) \_\_\_\_\_ Age \_\_\_\_\_ Minor Name(s) \_\_\_\_\_ Age \_\_\_\_\_

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**All Equipment is to be returned to RFRR 30 minutes prior to closing, by 5:30 pm on date of rental. Customers returning late will be charged \$10 per 15 min they are late.**

**In consideration of this, lessee agrees as follows: That he/she agrees to pay RFRR any amounts owed to lessor due to loss or damage occurrences. The costs for the most common types of loss or damage is agreed to be as follows:**

- |   |   |
|---|---|
| Canoe lost or stolen - \$ List price of canoe | Broken seat - \$50                      |
| Small hole in canoe or kayak - \$150          | Bow/stern damage - \$100                |
| Canoe paddle damaged or lost - \$20           | Bent or broken gunnels - \$150          |
| Life vest damaged or lost \$20                | Broken thwart - \$25                    |
| Large dents 4" diameter - \$50+               | Lost or damaged rented dry bag - \$8-10 |
| Kayak lost or stolen - \$ List price of kayak | Kayak paddle damaged or lost - \$45     |