

MARATHON KAYAK, Inc.
RELEASE OF LIABILITY- Read Before Signing

In consideration of being allowed to rent kayak(s) from Marathon Kayak, Inc. for the purpose of a rental, self guided tour, guided tour, demo or program, I, _____, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from kayaking is significant, including the potential for permanent paralysis and death, while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for my participation; and
3. I willingly agree to comply with the stated and customary terms and conditions for use of the rental equipment while participating. If, however, I observe any unusual significant hazard during my presence or participation, I will bring such to the attention of Marathon Kayak immediately; and,
4. **I/we have no medical condition, which would preclude use of a kayak or participating in a tour.**
5. I, for myself and of behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Marathon Kayak, their officers, officials, agents, independent contractors, and/or employees, and, if applicable, owners and lessors of the premises used for the activity ("Releasees"). WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law.
6. I/we hereby grant Marathon Kayak the right to use, for promotional purposes only, any photographs taken by them of me/us during participation in any Marathon Kayak activity.
7. Car top rentals are at car owner's risk. Marathon Kayak assumes no responsibility for damage to vehicles due to the transportation of rental kayaks in or on privately owned cars, truck or vans.

_____ (initial)

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____ Age: _____ Date Signed: _____
Participants Signature Printed Name

Address (city, state, zip) Email

Emergency Contact and Phone Number

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for the participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, even if arising from the negligence of the Releasees, to the fullest extent permitted by law.

Minors Names: _____

X _____ Date signed: _____
Parent/Guardian Signature