



# Indian Head Canoes

## VISITOR'S ACKNOWLEDGEMENT OF RISKS



In consideration of the services of Indian Head Canoes, their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "activity"), I agree as follows:

Although Indian Head Canoes has taken reasonable steps to provide me with appropriate equipment so I can enjoy an activity for which I may not be skilled, Indian Head Canoes has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, accidental injury, illness, exposure to airborne viruses including but not limited to Covid-19, or in extreme cases, permanent trauma or death. Indian Head Canoes does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks:

- 1) *Falling into moving, cold water and becoming hypothermic, injured, trapped or in extreme cases drowning;*
- 2) *Water hazards in boating, swimming and wading in the river;*
- 3) *Injuries caused from self or other participants;*
- 4) *Encounters with wildlife, animals, plants, and insects;*
- 5) *Temperature extremes;*
- 6) *Inclement weather conditions and unavailability of immediate medical attention in case of injury.*

I am aware that this is a self-guided trip with no lifeguards on the river; that for swimmers and non-swimmers, wearing a U.S. Coast Guard approved floatation device is a basic safety precaution and should be worn at all times while boating and swimming.

I expressly acknowledge that naturally occurring disease processes (including, but not limited to, COVID-19) may be present and in environments in which activities will take place. I acknowledge that, while Indian Head Canoes has taken reasonable measures to mitigate the potential for transmittal of and exposure to such viruses, that exposure to such viruses is an inherent risk of participating in the activity, one that cannot be eliminated by Indian Head Canoes. As such, I expressly am responsible for mitigating my own risk of exposure to such viruses or disease and will do my part to protect others. I further acknowledge that to minimize risk to myself and others, those guests in or on my boat, cabin, and/or campsite, should be from the same household. I will, however, wear protective face coverings, if otherwise is true.

Photography: I agree to allow photographs or videotape taken of me while engaged in an activity provided by Indian Head Canoes, to be used in any print or digital media and expressly waive any right to privacy, compensation, copyright or other ownership right connected to the same.

My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representative and estate and for all members of my family, including minor children. I agree that exclusive jurisdiction of any disputes with Indian Head Canoes shall be in the State and Federal Courts of the State of New York and venue in the state court shall be Sullivan County.

Date \_\_\_\_\_ Name (print) \_\_\_\_\_ Age \_\_\_\_\_

Address \_\_\_\_\_ Signature \_\_\_\_\_

**Signature of Parent of Guardian, if participant is under 18 years of age. I certify that my child weights over 30 pounds.**

Parent / Guardian Signature \_\_\_\_\_ Child's weight \_\_\_\_\_

**Return equipment by 6:00 p.m. or a late fee may be applied.**