



Indian Head Canoes ACCEPTANCE OF RESPONSIBILITY



In consideration of the services provided by Indian Head Canoes, including their officers, agents, employees, stockholders, and all other individuals or entities associated with these services (collectively referred to as "the activity"), I agree to the following terms:

I acknowledge that Indian Head Canoes has taken reasonable measures to supply me with appropriate equipment for an activity in which I may not be skilled. I understand that this activity carries inherent risks. Certain risks are an essential part of the experience and cannot be eliminated without altering the unique nature of the activity. These inherent risks may lead to damage to my equipment, accidental injury, illness, exposure to airborne viruses, or, in extreme cases, permanent trauma or death. Indian Head Canoes intends neither to frighten me nor diminish my enthusiasm for the activity, but believes it is important for me to be aware of what to expect and the inherent risks involved. Below are some, though not all, of these risks:

- 1) *Falling into moving, cold water and the potential for hypothermia, injury, entrapment, or, in extreme cases, drowning.*
- 2) *Hazards present in both water and on land, including but not limited to changing water flows or currents, submerged or partially submerged objects, varying wind and weather conditions, downed trees, and the presence of other watercraft and campers, as well as certain anticipated and unanticipated events or hazards that can contribute to the unpredictability of the activity.*
- 3) *Injuries from fishing equipment used by myself or other participants, including hooks or flies becoming lodged in various body parts.*
- 4) *Encounters with wildlife, animals, plants, and insects.*
- 5) *Inclement weather conditions and the potential unavailability of immediate medical attention in the event of injury.*

I acknowledge that this description of inherent risks is not exhaustive and that other unknown or unanticipated risks may also lead to injury or death. I am aware that the river trip is self-guided and that no lifeguards are present on the river or at our access points. Swimmers and non-swimmers, wearing a U.S. Coast Guard-approved flotation device, is a fundamental safety precaution that should be worn at all times while boating and swimming. I also acknowledge that on cold water days, I will be prepared by wearing appropriate cold water clothing, such as wool, polyester, or fleece. I am aware that cotton clothing should be avoided.

My participation in this activity is entirely voluntary; no one is pressuring me to take part, and I choose to participate despite being fully aware of the inherent risks. Therefore, I assume and accept full responsibility for myself and for any minor children in my care, custody, or control, for any bodily injury, death, or loss of personal property, as well as expenses arising from the inherent risks and dangers mentioned herein, whether caused by my negligence or the negligence of any officers, agents, employees, or stockholders of Indian Head Canoes, which may occur on or in the care of Indian Head Canoes properties. I waive any claims for damages arising from any cause whatsoever, to the fullest extent permitted by law. I also agree that the exclusive jurisdiction for any disputes with Indian Head Canoes shall be in the State and Federal Courts of New York, with venue in the state court located in Sullivan County.

Photography: I grant permission for photographs or videos taken of me during the activities provided by Indian Head Canoes to be used in any print or digital media. I expressly waive any right to privacy, compensation, copyright, or other ownership rights connected to such images.

I have thoroughly read, understood, and accepted the terms and conditions outlined in this agreement. I acknowledge that this agreement will be effective and binding upon me, my heirs, assigns, personal representatives, and my estate, as well as all members of my family, including any minors.

Participant Name (print) _____ **Age** _____ **Weight (under age 12) *** _____

Address _____

Date _____ **Participant / Guardian Signature** _____

***Certification of child's weight:** By signing this document, I certify that the minor child in my care meets the weight requirements to participate in water activities: the child must weigh at least 30 pounds to ride in a raft, 50 pounds to ride in a canoe or kayak, or 65 pounds to ride in a tube. I understand it is my responsibility to ensure that the child is wearing a properly fitted life jacket at all times. I accept full responsibility for any bodily injury or death that may occur as a result of falsifying my child's weight. Furthermore, I hold Indian Head Canoes harmless for any negligence on my part or that of Indian Head Canoes' employees, officers, agents, or stockholders.

All guests must return the equipment by 6:00 p.m. or a late fee may be applied.