

CANYON ADVENTURES, INC.
(DBA CANYON VOYAGES ADVENTURE CO.–CVAC)
RENTAL BOATS, BOARDS, AND EQUIPMENT
ASSUMPTION OF RISK WAIVER AND RELEASE AGREEMENT FOR MINORS

RENTAL GROUP NAME: _____ **RENTAL DATE:** _____ **TRIP LEADER:** _____

READ CAREFULLY BEFORE DECIDING TO SIGN. YOU ARE GIVING UP LEGAL RIGHTS BY SIGNING.

- 1) The following agreement is made in consideration for rental of CVAC boat(s), board(s), and/or equipment to be used on a river/lake section.
- 2) Assumption of Risk: I understand and accept that rafting, canoeing, kayaking and paddle boarding exposes my child/children to many hazards, and participating in a river trip entails unavoidable risks including but not limited to: slips and falls, sunburn, dehydration, hypothermia, drowning, cuts and bruises, death and loss or damage to property. I also understand my child/children should be in good physical health to participate in a river trip. I choose to allow my child/children to participate in this trip in spite of these risks and hereby assume all risk of injury or loss of life to my child/children and loss of damage to property arising out of their participation in such a trip. I fully understand that my child/children will be traveling at their own risk.
- 3) Waiver and Release: In consideration of Canyon Adventures, Inc. (hereinafter referred to as CVAC) furnishing services and equipment to help my child/children make this trip, I specifically release and forever discharge CVAC and its officers, agents, and employees from any and all liability or claims for any injury or damage to my child/children or their property sustained in connection with the trip, including, but not limited to, liability or claims for injury, illness, death or damage caused by the negligence of CVAC or its officers, agents, or employees. It is my intent by signing this Waiver and Release to release CVAC and hold it harmless from all liability for any such property loss or damage, injury to my child/children or loss of life, whether caused by negligence of CVAC or whether based upon breach of contract, breach of warranty or any other legal theory.
- 4) I understand that this is a rental trip. No CVAC guide will be on the water to help my child/children if they have a problem. If I am unwilling to assume these risks and other risks described in the form, I will not allow my child/children to participate in this activity.
- 5) I understand that weather conditions and water conditions may present hazards. I take responsibility for researching and knowing water levels and weather conditions. I take responsibility for supplying the proper clothing/equipment to my child/children for the weather or water conditions they may encounter.
- 6) I understand that if I have any questions or concerns before my child/children go on this trip, I can ask a CVAC staff member for help.
- 7) I understand that a properly sized, adjusted, and buckled personal flotation device is critical to my child's/children's safety. They will wear it at all times while on the water.
- 8) I confirm that I have fully and honestly provided information about my child's/children's abilities and experience with similar activities and equipment, and I have revealed any known health or physical limitations that may impact my child's/children's ability to participate. It is my intention to specifically release CVAC and its officers, agents, and employees from any liability for the failure to accurately evaluate my child's/children's ability to participate in the activity.
- 9) I understand that the rental equipment may malfunction, break or become inoperable. I understand that these are inherent risks of my child's/children's activity and assume all risk of injury or damage arising from equipment malfunction.
- 10) The venue of any dispute that may arise out of this agreement or other wise to which CVAC or its agents is a party shall be Grand County, Moab, Utah.

OVER FOR SIGNATURE OF ACCEPTANCE AND PARENTS/GUARDIANS INDEMNIFICATION

CANYON VOYAGES ADVENTURE CO.
PARENT(S) OR GUARDIAN(S) ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

IN CONSIDERATION OF THE MINOR CHILDREN LISTED BELOW being permitted by Canyon Voyages Adventure Co. (the COMPANY) to participate in activities and to use equipment and facilities, I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS the COMPANY FROM ANY AND ALL CLAIMS which are brought by, or on behalf of the Minor(s), and which are in any way connected with the participation of the child or children listed below in the activity while using CVAC rental equipment.

By my signature below, I confirm that I am the parent or legal guardian of the listed child or children who will participate in the activity while using CVAC rental equipment. I sign this Agreement with complete understanding of its provisions, and believe it is in the best interest of my child or children to participate in the activity.

NAME OF PARENT OR LEGAL GUARDIAN:

1) _____
Name (PLEASE PRINT) Home Address City/State/Zip Country

Parent/Legal Guardian Signature Date Email Address

2) _____
Name (PLEASE PRINT) Home Address City/State/Zip Country

Parent/Legal Guardian Signature Date Email Address

PLEASE PRINT THE NAMES OF ALL MINOR CHILDREN PARTICIPANTS BELOW:

1) _____ 2) _____ 3) _____
First & Last Name First & Last Name First & Last Name

4) _____ 5) _____ 6) _____
First & Last Name First & Last Name First & Last Name

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