

**Saco Canoe Rental Company
Route 16 Conway, NH 03813
447-4275**

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of SCRC LLC dba Saco Canoe Rental Company, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as SCRC), I hereby agree to release, indemnify, and discharge SCRC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative of the activity.

The risks include, among other things: inherent risks, dangers and hazards and such exist in my use of canoes, kayaks, tubes and transportation services; by participation in such activities may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability. I further that Alcohol & drugs will impair judgment and reduce a participant's ability to effectively manage the risks of water travel. Participants should always wear a Personal Flotation Device; Participants should always wear footwear which will provide protection from sharp object, and which will minimize foot entrapment.

Furthermore SCRC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

1. I expressly agree and promise to accept and assume all of the risks existing in this activity. My Participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
2. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SCRC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of SCRC's equipment or facilities, including any such claims which allege negligent act or omissions of SCRC.
3. Should SCRC or anyone acting on their behalf, be required to incur attorney's fees and cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and cost.
4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have
5. In the event that I file a lawsuit against SCRC, I agree to do so solely in the state of New Hampshire, and I further agree that the substantive law of New Hampshire shall apply in that action without regard to the conflict of law rules of the state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SCRC on the basis of any claim which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its items.

Signature of Participant _____ Print Name _____

Address: _____ City _____ State _____ Zip _____

**Parent's or Guardian's Additional Indemnification
(must be completed for participants under the age of 18)**

In consideration of _____ (print minor names)
("Minor") being permitted by SCRC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SCRC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor Parent or Guardian Signature _____