



2 Shore Drive, Wilson, NY 14172

EXPRESS ASSUMPTION OF THE RISK / WAIVER AND RELEASE OF LIABILITY AGREEMENT FOR USE WITH WATERSPORTS EQUIPMENT RENTED FROM CLARK PADDLE ZONE, LLC, 2 SHORE DRIVE, WILSON, NY 14172

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

WARNING: YOU CAN BE INJURED WHILE RIDING IN, USING AND OPERATING RENTED WATERSPORTS EQUIPMENT

I understand and am aware that riding in, using and operating rented water sports equipment including canoes, boats, paddle boats, kayaks and Stand Up Paddle Boards (SUPs), rafts, personal flotation devices such as inner tubes (PFD's), and other types of watercraft (hereinafter collectively referred to as watersports equipment) may be a DANGEROUS AND HAZARDOUS ACTIVITY AND THAT INJURIES FROM PARTICIPATING IN THIS ACTIVITY CAN BE SERIOUS AND EVEN FATAL. I have made no misrepresentations to Clark Paddle Zone, LLC about my name, address, health or other information. I acknowledge that I have read and understand the attached safety rules (page 3) and have been given the opportunity to ask questions regarding the use and operation of the rented watersports equipment and I understand the geographic boundaries and navigable waterways of where I am allowed to use and operate the rented watersports equipment. I understand that I will be instructed on the use and function of the supplied rental equipment, and understand that I may ask the staff whatever questions I have about the proper use of the rental equipment.

I WILLINGLY AND FREELY accept and understand that riding in, using and operating WATERSPORTS EQUIPMENT can be a DANGEROUS and HAZARDOUS activity with inherent risks. I agree that the phrase "inherent risks" includes those risks listed in this agreement, or those that can be reasonably inferred therefrom. I also agree that these inherent risks are both obvious and necessary to the activities of riding in and using the rented watersports equipment. These risks include, but are not limited to, foreseeable or unforeseeable causes, such as above water and underwater hazards such as piers, both above and underwater industrial waste including, but not limited to, concrete waste, ropes, wires, chains, rebar, steel pilings, metal and wooden structures and trees and other organic materials, rocks and sand bars without limitation that can result in my injury or death. The risks also include waves, rogue waves, high waves, water currents and strong water currents, high winds, storms and thunderstorms (electrical storms), cold water temperatures capable of causing hypothermia or death, wakes caused by other watercraft such as boats and ships, and other acts of nature that can result in my injury or death. The risks also include the sinking of the watersports equipment and the capsizing of the watersports equipment which can result in my injury or death. Other risks include dangerous situations created and acts of third parties such as boat operators that can result in my injury or death. All of these inherent risks associated with riding on and using the rented watersports equipment present the risk serious 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 HEREBY ACKNOWLEDGE, ACCEPT AND FREELY AND EXPRESSLY ASSUME ALL RISKS OF INJURY TO ANY OR ALL PARTS OF MY BODY, INCLUDING DEATH, THAT EXIST IN RIDING ON AND USING AND OPERATING THE RENTED WATERSPORTS EQUIPMENT. Nonetheless, I agree to voluntarily participate in the activity of riding in and using and operating the rented watersports equipment and assume all the risks associated therewith.

In consideration of being permitted to use the facilities and property and the rented watersports equipment of Clark Paddle Zone, LLC, and other good and valuable consideration the receipt of which is hereby acknowledged, I agree to use such facilities and property and watersports equipment AT MY OWN RISK AND EXPRESSLY ASSUME full responsibility for any damage or injury to myself or which I may cause to others, including but without limitation, any claims for personal injuries resulting from or arising out of the negligence of Clark Paddle Zone, LLC. I understand I am giving up my rights to sue Clark Paddle Zone, LLC.

I, on behalf of myself, my personal representative, my assigns, my next of kin, and my heirs, voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Clark Paddle Zone, LLC. and its owners, agents, officers and associates from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services, or otherwise which may arise out of my renting and using and operating the watersports equipment due to carelessness or negligence on the part of Clark Paddle Zone, LLC. or otherwise, in any respect whatsoever because of past, present or future maintenance, condition and layout of its facilities and its watersports equipment; error, judgement, education, knowledge, experience of personnel and lack supervision of improper supervision given; or any other manner not set forth above which results in injury hereafter to myself. I specifically understand that I am releasing, discharging and waiving any claims or actions that I or my heirs may have presently, or in the future, for the negligent acts or omissions of Clark Paddle Zone, LLC., its owners, agents, officers and associates.

**In further consideration of being permitted to use the facilities and property and the rented watersports equipment of Clark Paddle Zone, LLC., I agree to the attached safety rules.**

I agree to pay for any and all damage I may cause to the facilities and property and the rented watersports equipment in an amount determined by Clark Paddle Zone, LLC.

**This Express Assumption of the Risk and Waiver and Release of Liability Agreement** is governed by the applicable laws of the State of New York. If any part of this agreement is determined to be unenforceable, all other parts shall be in full force and effect. I further agree that any dispute arising out of this contract and/or from any use by me of any of the property or facilities or rental equipment of Clark Paddle Zone, LLC. shall be litigated exclusively in the Courts of the State of New York, Niagara County, which shall have exclusive jurisdiction over every party in connection with any such dispute, controversy, cause of action, lawsuit or claim.

**I HAVE CAREFULLY READ THE ABOVE EXPRESS ASSUMPTION OF THE RISK AND WAIVER AND RELEASE OF LIABILITY AGREEMENT. BY SIGNING, IT IS MY INTENTION TO EXEMPT AND RELIEVE CLARK PADDLE ZONE, LLC. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR DEATH, INCLUDING PERSONAL INJURY, PROPERTY DAMAGE OR DEATH CAUSED BY THE NEGLIGENCE OF CLARK PADDLE ZONE, LLC., ITS OWNERS, AGENTS, OFFICERS AND ASSOCIATES.**

I ACKNOWLEDGE THE RECEIPT OF THE FOLLOWING RENTED EQUIPMENT: (Initial all that apply)

Kayak: \_\_\_\_\_ Paddle Board (SUP): \_\_\_\_\_ PFD: \_\_\_\_\_

Guest Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Guest Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Emergency Phone Number & Contact: \_\_\_\_\_

MINOR CHILDREN (under 18 years old) – I verify that I am the parent or guardian of the above named minor child and have authority to enter into this agreement on behalf of the minor child. I agree to be bound by the terms of this agreement and accept full responsibility for all medical expenses incurred as a result of the minor child's use of the subject property and equipment and the minor child's participation in riding or using the rented watersports equipment, I agree to indemnify and hold harmless Clark Paddle Zone, LLC. Any claim brought by, or on behalf of, the minor child.

Print Child's Name: \_\_\_\_\_

Address of Minor: \_\_\_\_\_

Address of Parent/Guardian: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_