

WAIVER: I, the undersigned participant (and my parent or guardian if I am younger than 18 years of age), intending to be legally bound, do hereby forever release and waive any and all rights, claims, and actions for damages that we, our heirs, executors, administrators, and assigns may have, or that may hereafter accrue against any and all persons, organizations, and other entities associated with the event, including, but not limited to Kayak Ringgold Inc., affiliates, City parks & Rec dept, volunteers, employees, and organizers, City of Ringgold, arising out of or in connection with my involvement before, during, or after the event. I verify that I am physically fit and sufficiently trained to participate in this event and I assume the risks involved in this activity. I understand that I am at fault for injury due to tripping, falling & not adhering to directions and signage. I understand that if I am unable to swim, that I should not enter water. I understand that no diving is allowed.

I understand that a life jacket is required to be always on my boat or person while on the creek.

I understand that attempting to maneuver the kayak or tube in a way that is unsafe is not acceptable.

I understand that exiting the creek for anything outside of an emergency is not allowed.

NO GLASS, DIVING, JUMPING FROM ROCKS, BANKS, TREES, ROPES OR FALLEN TREES OF ANY SORT.

Children under the age of 13 must be always accompanied by an adult on the water and wear a life preserver. Kayak Ringgold Inc. is not responsible for lost or damaged items on the creek or in your vehicles or at any time. I understand that Kayak Ringgold Inc. is not responsible for natural and unnatural objects and obstructions in and around the creek and hold them harmless in the event of an injury.

I understand that loss of my paddle will incur a \$60 fee to replace it. I understand that loss of my life jacket will incur a \$25 fee to replace it. I understand that loss of my kayak will incur a \$1500 fee to replace it. I understand that loss of my tube will incur a \$100 charge to replace it. Charges for lost items may be charged to the card on which I booked with if I fail to pay the fees on lost property.

I further attest that I will be mindful of objects in the creek, and hold said company blameless in any harm that may happen

I also give my permission for the free use of my name and/or pictures in broadcasts, newspapers, posters, advertising, etc

I acknowledge that the online processing fees are non-refundable. Kayak Ringgold and its partners shall not be liable to you for any direct, indirect, special, incidental, consequential or exemplary damages including, but not limited to, loss of goodwill, use, data or other intangible losses.

I understand that Kayak Ringgold Inc. and the drivers, employees and van owners can not be held liable for damage or injury as a result of negligence on my part, another driver or accidents.

I understand that Kayak Ringgold INC is not responsible for the damage to kayaks transported by Kayak Ringgold Inc. I understand that no alcohol is allowed.

You agree that the statutes and laws of the State of Georgia, USA, will apply to all matters relating to this Agreement and Waiver. You irrevocably consent that exclusive jurisdiction for any dispute with Kayak Ringgold Inc. relating to this Agreement and Waiver resides in the courts of Georgia, and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Georgia in conjunction with any such dispute including any claim involving Kayak Ringgold Inc.

Kayak Ringgold INC., Lift, Skyuka Hall and other parties who shuttle or allow use of shuttles are not responsible for loss or injury occurred to persons, kayaks or personal property.

WELCOME: _____

RESERVATION TIME: _____

Printed Name:

Signature:

___ TUBE ___ SINGLE

___ TANDEM

LAUNCH TIME: _____