

# Creek Access / Transport Release and Waiver

Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ email/phone \_\_\_\_\_

Item(s) being transported is (are) \_\_\_\_\_ to Access 2.1 \_\_\_ or 3.5 \_\_\_

**Organization name: Floating Fun, LLC - www.FloatingFun.net**

## **PARTICIPANT RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT**

### **\*\*\* PLEASE READ BEFORE SIGNING \*\*\***

In consideration of **Floating Fun, LLC**, (hereby referred to as **FloatingFun**) furnishing services and/or equipment to enable me to participate in **Floating Fun** tubing, I agree as follows:

**I fully understand and acknowledge** that outdoor recreational activities have (a) inherent risks, dangers, and hazards and such exist in my use of Floating Fun equipment and my participation in Floating Fun activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness, including but not limited to bodily injury, disease, strains, fractures, encounters with domestic or wild animals (to include but not limited to snakes, scorpions, reptiles, spiders, bees, hornets and other such stinging creatures), partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks or dangers may be caused by negligence of the owners, landlords, employees, officers or agents of Floating Fun; the negligence of the participants; the negligence of others, accidents, breaches of contract, forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, employee decision-making (including that an employee may misjudge terrain, weather, creek route location, and water levels). I understand that falling out of or drowning while in a tube and other such risks, hazards, and dangers that are integral to recreational activities and/or use of equipment are possible. I hereby assume all risks and dangers and all responsibility for any losses and/or damage to myself and all minor children listed below, whether caused in whole or in part by the negligence or other conduct of the owners, landlords, agents, officers or employees of Floating Fun, or by any other person. I understand the property bordering the creek is Private Property and will be respectful of others and their property and will not trespass or litter or play upon such properties.

I, on behalf of myself and all minor children listed below, assigns, my personal representative and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Floating Fun and its owners, officials, landlords, agents, officers and employees 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 the use by myself and all minor children listed below of Floating Fun tubing and/or other equipment or my participation in Floating Fun, LLC activities. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I and all minor children listed below may have presently or in the future for the negligent acts or other conduct by owners, landlords, agents, officers or employees of Floating Fun.

The parties agree that the laws of the State of Alabama shall apply to any dispute that may arise out of this agreement. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Floating Fun or its agents is a party shall be either the City of Anniston, Alabama or the County of Calhoun County, Alabama.

I HAVE READ THE ABOVE WAIVER AND RELEASE. BY SIGNING IT, I AGREE, AND IT IS MY INTENTION TO EXEMPT AND RELIEVE FLOATING FUN, LLC FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE, BY MYSELF AND ON BEHALF OF ALL MINOR CHILDREN LISTED BELOW.

**I HAVE ALSO READ THE POSTED RULES, REGULATIONS AND POLICIES AND I, ALONG WITH ALL MINOR CHILDREN LISTED BELOW, AGREE TO ADHERE TO AND ABIDE BY THEM AT ALL TIMES.**

Sign/date \_\_\_\_\_ Sign/date \_\_\_\_\_ Sign/date \_\_\_\_\_

Sign/date \_\_\_\_\_ Sign/date \_\_\_\_\_ Sign/date \_\_\_\_\_

#### **Minors under age 19 in my care (please print):**

Name/age \_\_\_\_\_ Name/age \_\_\_\_\_ Name/age \_\_\_\_\_

Name/age \_\_\_\_\_ Name/age \_\_\_\_\_ Name/age \_\_\_\_\_

**List here medications taken, medical conditions being treated, allergies, pronounced disabilities, etc.** \_\_\_\_\_

How did you hear about us: Flyer \_\_\_ Web \_\_\_ Church \_\_\_ College \_\_\_ Friend \_\_\_ Talladega Speedway \_\_\_ Billboard \_\_\_ Or \_\_\_\_\_

## **RENTER LIABILITY**

**The renter signed below agrees to return the floating equipment in good and reasonable condition and financially replace lost or damaged articles to include:**

**Push Sticks \$5.00**

**Life Preserver \$10.00**

**Single Paddle \$15.00**

**Kayak Paddle \$20.00**

**Tube \$60.00**

**(Beyond a small natural puncture/ripped/torn/punctured by knife or some other unnatural object/burned)**

**Tube protective skirt \$80.00**

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**RENTER**

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**DATE**