

Sebago Trails Paddling Company
Windham, Maine 04062

**WAIVER & RELEASE OF LIABILITY
RENTAL AGREEMENT
*READ BEFORE SIGNING***

In consideration of the use of the property and/or services of Sebago Trails Paddling Company, Windham, ME, I, the undersigned acknowledges and agrees as follows:

WARNING. There are certain risks and dangers, including inherent risks, in participating in water sports and activities, including but not limited to: death, personal injury, and loss of or damage to property resulting from changing water flow or currents, submerged and semi-submerged objects, varying wind and weather conditions, natural obstacles and their condition, the presence of other watercraft, the speed at which I travel, the stability characteristics of a watercraft, my own negligence, and the behavior of my co-participants. Collision, upset, overturn and sinking of watercraft can result in getting wet, injured, exposed to the elements, drowning, and personal property damage or loss. While participating in water sports and activities, I may suffer accidents or illnesses in remote places where there are no available medical facilities. For both swimmers and non-swimmers, wearing a U.S. Coast Guard approved personal floatation device at all times while canoeing/kayaking is a basic safety precaution. I acknowledge that these are just some of the known risks and that there are other inherent risks in this activity both known and unknown.

SCOPE OF RELEASE. This Waiver and Release of Liability cover all activities directly or indirectly associated with the use of Sebago Trails Paddling Company's equipment and services.

ASSUMPTION OF RISK. By executing this Waiver and Release of Liability, the undersigned expressly assumes all risks that arise from the participation in Sebago Trails Paddling Company canoe/kayak rentals, the acts of others, the unavailability of emergency care, and any other foreseeable or unforeseeable factors related to Sebago Trails Paddling Company. I understand and accept that canoeing/kayaking exposes me to many hazards and that participating in a Sebago Trails Paddling Company canoe/kayak (and related equipment) rental entails unavoidable risks of death, personal injury, and loss of or damage to property. I voluntarily choose to participate in this rental in spite of these risks and hereby assume all risk of injury, disability, death and loss of or damage to property, including risks caused by the negligence of Sebago Trails Paddling Company and its officers, agents, and employees. I fully understand that I will be traveling AND canoeing/kayaking at my own risk. I agree to abide by the rules/regulations/safety warnings of Sebago Trails Paddling Company and its employees.

PHYSICAL CONDITIONS AND SKILLS. I represent that I have the requisite skills and fitness to participate. I acknowledge that I am in good physical health and have no health problems, physical disabilities or mental impairments that would preclude my participation. I am not under the influence of drugs or alcohol and there is no reason why I lack capacity to sign this document.

EMERGENCY TREATMENT CONSENT/INSURANCE. I authorize Sebago Trails Paddling Company to secure emergency transport and/or medical care when Sebago Trails Paddling Company deems necessary, and I authorize Sebago Trails Paddling Company to release or share participant medical information with medical care providers. I further consent to such medical treatment in a medical emergency where I am unable to consent. I acknowledge that Sebago Trails Paddling Company does not carry medical insurance on my behalf and that I have appropriate insurance that will cover the costs of emergency medical treatment and/or transportation related to canoe/kayak trips or that I am willing to bear these costs.

WAIVER AND RELEASE. In consideration of Sebago Trails Paddling Company furnishing services to enable me to rent this canoe/kayak, I, for myself and on behalf of my heirs, assigns, personal representatives and successors in interest, hereby release, waive, relinquish, disclaim and forever discharges all claims, actions or causes of action against Sebago Trails Paddling Company and its officers, agents and employees and agree not to sue them on account of or in conjunction with any claims, causes of action, injuries, damage, or expenses arising out of Sebago Trails Paddling Company's services including those based on bodily injury, illness, disability, death and loss of or damage to property that I may suffer while participating in this canoe/kayak rental. This release and discharge specifically includes, but is not limited to, liability or claims for bodily injury, illness, disability, death, or loss of or damage to property caused by the negligence of Sebago Trails Paddling Company or its officers, agents, or employees.

INDEMNIFICATION. The undersigned agrees to indemnify and defend Sebago Trails Paddling Company and its officers, agents and employees and hold them harmless from any and all claims, causes of action, damage judgments, costs or expenses, including attorney's fees which in any way arise from my participation in canoe/kayak rentals which include but are not limited to property loss or damage of an officer, agent or employee of Sebago Trails Paddling Company, of any others, personal injury or loss of life of myself or anyone else or any liability arising from the act or negligent act of an officer, agent or employee of Sebago Trails Paddling Company, myself or anyone else. I further agree to indemnify and defend Sebago Trails Paddling Company, Windham, ME, and its officers, agents and employees and hold them harmless from any and all claims for alleged breach of contract, breach of warranty or any other legal theory and agree to bear all costs and fees incurred by Sebago Trails Paddling Company, in defending themselves against the claims of myself, my heirs, my assigns, personal representatives, and successors in interest.

USERS. I acknowledge and agree that equipment rented from Sebago Trails Paddling Company is to be used only by the participants included on the Rental Agreement. I understand that should I allow other individuals to use equipment rented from Sebago Trails Paddling Company, I may be joined in any resulting action to which Sebago Trails Paddling Company is or becomes a defendant.

GOVERNING LAW. I acknowledge that Sebago Trails Paddling Company, holds residency in Cumberland County in the state of Maine, and agree that any claims and litigation will be brought in and carried out in Cumberland County in the state of Maine.

SEVERABILITY. I expressly acknowledge and agree that if any part of the document is found to be void and illegal by a court of competent jurisdiction, the other parts will remain in full force and effect and will be given the broadest construction possible by the courts of Maine.

I AGREE THAT THE ABOVE REPRESENTATIONS ARE CONTRACTUALLY BINDING AND ARE NOT MERE RECITALS. IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF INJURY, ILLNESS, DISABILITY, DEATH OR DAMAGE OCCURS TO ME OR MY UNDERAGE PARTICIPANT OR MY PROPERTY WHILE ENGAGED IN THIS CANOE/KAYAK RENTAL, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST SEBAGO TRAILS PADDLING COMPANY OR ITS OFFICERS, AGENTS, OR EMPLOYEES, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSE MY INJURY, ILLNESS, DISABILITY, DEATH, OR DAMAGE.

I AM 18 YEAR OLD OR OLDER AND I HAVE CAREFULLY READ THIS DOCUMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY AGREEMENT AND I SIGN IT FREELY, VOLUNTARILY AND WITHOUT INDUCEMENT. I ALSO UNDERSTAND THAT I SHOULD NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS. For participants under 18 years of age, a parent or legal guardian must sign the Waiver and Release of Liability Agreement. I, the undersigned parent or legal guardian of the minor who is participating in the rental hereby acknowledge that I have executed before going Waiver and Release of Liability Agreement for and on behalf of the minor named herein. As the parent or legal guardian of such minor, I hereby bind myself, the minor, and our personal representatives, heirs, successors of interest, and assigns to the terms of the foregoing Waiver and Release of Liability Agreement.

Participant's Signature _____ Date: _____

Print name: _____

Parent/Guardian Signature _____ Date _____

For: _____

Parent/Guardian Printed Name _____