

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I Lessee/Participant agree to assume responsibility for those risks identified herein and those not specifically identified. I Lessee/Participant certify that I am physically and mentally capable of participating in this activity. My participation in this activity is purely voluntary. No one is forcing me to participate. I elect to participate in spite of the risks. Therefore, I assume full responsibility, for myself and any minor children for which I am responsible, for bodily injury, accidents, illness, death, loss of personal property and any related expenses. I acknowledge that during the activity I agree to wear a lifejacket/PFD at all times.

I Lessee/Participant assume the risk(s) of personal injury, accidents and/or illness, including but not limited to, sprains, torn muscles and or ligaments; fractures or broken bones, eye damage; cuts, wounds, scrapes, abrasions, "road rash" and/or contusions, dehydration, oxygen shortage (hypoxia), hypothermia, exposure and/or water sickness; head, neck, and/or spinal injuries, animal bite or allergic reaction, shock, and/or drowning.

AUTHORIZATION: I Lessee/Participant hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or in its absence agree to pay all medical costs of rescue and/or medical services as may be incurred on my behalf. I agree that any film or photograph of me, as a participant, become your property and may be used for promotional or commercial purposes. By authorizing medical treatment I am not obligating Lessor to provide medical treatment.

RULES OF OPERATION:

LESSEE/PARTICIPANT hereby agrees to rent KAYAK EQUIPMENT at the posted hourly rate subject to the following rules of operation:

1. All kayakers must obey all lake rules and regulations.
2. LESSEE/PARTICIPANT must be at least eighteen (18) years of age or have parental/legal guardian consent to participate and all children must be accompanied by a responsible adult over eighteen (18) years of age.
3. LESSEE/PARTICIPANT ASSUMES LIABILITY FOR ANY AND ALL PROPERTY DAMAGE OR PERSONAL INJURIES, INCLUDING HIS OR HER OWN, OR ANYONE WITH LESSEE ARISING OUT OF THE OPERATION OF KAYAKS AND EQUIPMENT RENTED PURSUANT TO THIS AGREEMENT. LESSEE WILL BE RESPONSIBLE FOR ANY MONETARY CHARGES FOR EXTRA RENTAL TIME OR DAMAGES NOTICED AFTER RENTAL, SUCH AS BUT NOT LIMITED TO BROKEN PADDLES, BROKEN HULLS, ECT. AT THE TIME OF RETURN. FAILURE TO RETURN THE ABOVE RENTED EQUIPMENT IS A SERIOUS CRIME AND VIOLATORS WILL BE PROSECUTED FOR FELONY THEFT.
4. RELEASE: As consideration for being permitted by Trolley Kayak Rentals or one of its affiliated organizations to participate in these activities and use of their equipment, I Lessee/Participant hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, sue, or attach property of Tommy's Tonka Trolley, Inc., Tommy's Tonka Trolley, Inc. d/b/a Trolley Kayak Rentals, Trolley Kayak Rentals, the city of Excelsior, any affiliated organizations, or the supplier of any of the equipment I or anyone in my party will use in these activities for injury, or death, or damage resulting from the negligence or other acts, howsoever caused by Lessor or by any employee, agent or contractor of Lessor or any of its affiliated organizations as a result of my participation in the rental and use of their kayaks and equipment.

