

# BrassWind Landing Boat Rental LLC

## Arts and Adventure Paddlesports

### 6240 Mack Avenue, Indian River, MI 49749

**WAIVER AND RELEASE AGREEMENT** In consideration for my being permitted to participate in the activities of kayaking, canoeing and paddle boarding (SUP), as well as eco adventures, I agree to the following Waiver and Release:

I acknowledge that **KAYAKING, CANOEING, STAND UP PADDLE BOARDING (SUP), BICYCLING** and renting a kayak, canoe, paddle board, SUP or bicycle has inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. **THESE RISKS INCLUDE WITHOUT LIMITATION:**

1. Water hazards in boating, wading & swimming in the rivers & lakes including drowning; boat may tip over. You may need to swim. Can you swim? Check one: Yes \_\_\_\_\_ No \_\_\_\_\_
2. **We advise you to use a floating cord for your prescription glasses or sunglasses.**
3. Hiking in rugged country; paddling in rugged country if on Sturgeon River, portaging and going over log jams, rocks and brush;
4. Injuries from fishing equipment and other participants & other boats.
5. Encounters with wildlife, animals, and insects, other boats and boat traffic;
6. Temperature extremes; air & water. Sturgeon River averages 42 to 52 degrees. Indian River generally warmer.
7. Inclement weather conditions and unavailability of immediate medical attention in the wilderness in case of injury.

I understand the risks, hazards, and dangers of boating. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF **BRASSWIND LANDING BOAT RENTAL LLC, ALSO KNOWN AS ARTS AND ADVENTURE PADDLESPTS, BRASSWIND GALLERY & BRASSWIND BOATWORKS,** WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS.

Lastly, I hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS **BRASSWIND LANDING BOAT RENTAL LLC** their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of **BRASSWIND LANDING BOAT RENTAL LLC** or from some other cause. I further agree not to sue **BRASSWIND LANDING BOAT RENTAL LLC** as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of **KAYAKING AND CANOEING AND PADDLE BOARDING AND ECO ADVENTURES AND BICYCLING.**

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

<b>Date</b>		Signature
<b>Mobile#:</b> So we can reach you on water.		
<b>Email for News &amp; Coupons:</b>		Print Name
		<b>Address:</b>