

Alpena County
PARKS AND RECREATION

KAYAK CHECKOUT

Release from Liability

Express Assumption of Risk and Indemnity Agreement

PAGE NUMBER

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I _____ (printed name) freely enter into this waiver of liability with the County of Alpena (hereinafter the "County") and on behalf of myself, my child, my family, my household members and/or heirs and assigns agree that:

1. I understand and acknowledge that participants in water and beach activities sometimes sustain mortal or serious personal injuries and/or property damage as a result of those activities.
2. I understand and acknowledge that there are risks of personal injury, death and property damage associated with using the kayak at or near the lake.
3. I acknowledge the risks of using the kayak in water and beach activities, including but not limited to, drowning, tipping over or falling out of the kayak, and other unknown risks.
4. I understand and acknowledge that the County does not make any guarantees or warranties about the safety, maintenance, stability or condition of the kayak.
5. I agree to assume all risk of injury, death or property damage that I or my child might suffer while using the kayak, even if it occurs as a result of the negligence of the County, its Commission, employees, and/or volunteers, or defects in equipment.
6. My assumption of the risk is based on my independent assessment of the risks without reliance on representations or advice by employees or representatives of the County or any other person.
7. I hereby waive, release and discharge any and all claims and legal actions for personal injury, wrongful death or property damage against the County, its Commission, employees and/or volunteers, arising out of or in connection with my or my child's voluntary use of the kayak.
8. I expressly agree that this waiver, release and discharge of liability applies even if the County, its commission, employees, and/or volunteers are negligent or otherwise at fault.
9. I also agree to protect, hold harmless, indemnify and defend the County, its Commission, employees, and/or volunteers against any legal actions or other claims for damages arising from my use of the kayak, even if the County, its Commission, employees and/or volunteers are negligent or otherwise at fault.

Furthermore, I warrant that I am executing this agreement voluntarily and that neither the County nor its agents have made any representations to induce or coerce me to sign this document. I agree that the terms and conditions of this document shall bind me, my heirs, assigns, legal representatives, executors and administrators.

SIGNATURE

PRINTED NAME

DATE

☐ Check here if above is signing as parent or legal guardian for participant under the age of 18

MINOR PARTICIPANT'S PRINTED NAME

ADDRESS

CITY/STATE/ZIP CODE

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Park Location:

May we contact you about your rental experience?

Circle one: Yes or No Phone Number:

1. Valid photo identification required, i.e. state issued ID/Driver License, passport, military ID. ID must be left with authorized department personnel and/or representative during time of kayak checkout. ID will be returned at the time the kayak is checked back in.
2. The County of Alpena reserves the right to revoke the privilege of kayak use if the kayak is misused.
3. For your safety, please review the manufacturers guidelines prior to use.
4. Individuals making reservations must be 18 years of age or older. Unfortunately, we cannot loan a kayak to a minor without a signed waiver by a parent or guardian. An adult 18+ needs to be present in order to borrow a kayak.
5. Users shall be responsible for transporting the kayak to and from the park offices
6. Users are strongly encouraged to properly wear a life jacket
7. Users or their guardians/parents will be required to pay for any damages to the kayak
8. The County of Alpena reserves the right to revoke the privilege of the kayak use if the kayak is misused.

Initials of User OR Parent/Guardian : _____

