

## **Activities, Risks and Rules - Valley Kayak Rentals**

The services of provider include:

1. Renting kayaks (referred to as watercraft)

2. Activities, scheduled and unscheduled, associated with these services may include travel by water, swimming, wading, hiking, climbing on rocks and slopes, camping and travel to and from the activities.

The hazards and risks of the use of the watercraft include the following: entering, exiting and operating the watercraft; water which may be fast, deep, cold, and subject to rapid change; objects which may be encountered in and out of the water, and which may not be obvious, including debris, trees, rocks, boulders, dams, bridges, and other hazards; the watercraft may overturn, swamp and sink and occupants may become separated from the craft; feet and other parts of the body may become entrapped in or under rocks and other objects; participants may strike or be struck by objects, other watercraft, and other persons, in and outside of the watercraft. Risks of other activities include those associated with camping, hiking and moving on and over terrain, including the shoreline, premises of provider and others, and else ware, which may be unstable, steep and slippery and where rocks, trees and other objects may fall, and manmade and natural structures may fall; animals, including poisonous reptiles, and poisonous plants may cause harm; swimming in unfamiliar surroundings may cause entrapment, injury from slips and falls and drowning. Other risks include errors in judgment of other participants, including the improper assessment of capabilities and conditions pertaining to the activities; equipment may be misused or may fail because of manufacturing defects or otherwise; collisions may occur while traveling by vehicle to and from activities; the activities are subject to the unpredictable forces of nature, including exposure to the sun, cold, wind, hail, lightning, flash floods and other such phenomena; activities may take place in remote places, significantly delaying emergency medical care and evacuation.

Participant and parent or guardian of minor acknowledge and understand that the description of activities and risks above is not complete and that all activities whether or not described, may be dangerous and may include risks which are inherent and cannot be reasonably avoided without changing the nature of the activity. Participation in the activities can cause bites, stings, allergic reactions, overexertion, heat stroke, hypothermia, illness due to contaminated water, burns, cuts, bruises, strains, broken bones, and other injuries and illnesses. Property loss and serious injury and death, including by falling and drowning are possible.

Provider has made no effort to determining, and accepts no responsibility for medical, physical or other qualifications or the suitability of participant or participants for the activities. Client, and the parent or guardian of minor participant, accepts full responsibility for determining participants medical, physical or other qualifications or suitability for participating in the activities. Provider is not responsible for the water conditions, routes, camp sites or other activities or renters of its equipment. Alcohol will and other substances may impair judgment and reduce a participants ability to effectively manage the risks of water travel, camping and land activities; participants should inspect unfamiliar rapids and other hazards before attempting to pass through or over them; participants should always wear a fastened life jacket (personal flotation device); participants should wear footwear which will provide protection from sharp objects, and will minimize risk of foot entrapment. Failure to adhere to these and other safety precautions may result in serious injury or death.

No alcoholic beverages or illegal substances are permitted.

No refunds after watercraft is contracted for or taken out regardless of weather.

24 hr. cancellation notice required.

Late fee of \$30 will be charged for late returns.