

SimpleTek Solutions, INC, DBA WI River Outings
ASSUMPTION OF RISK AND WAIVER AGREEMENT

All adventure activities have inherent risks of physical injury or death associated with them. The guided canoe trips and canoe and kayak rentals offered by Wisconsin River Outings (WRO) are adventure activities and there is risk associated with being a participant.

Assumption of Risk: I understand that canoeing and kayaking exposes me to many hazards and participating in a WRO canoeing, kayaking and camping adventure entails unavoidable risk of death, personal injury and loss of or damage to property. I choose to participate in this trip in spite of these risks and hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of my participation in such a trip.

Waiver: In consideration of WRO furnishing services and equipment to enable me to participate in a canoeing/kayaking trip, I specifically release and forever discharge WRO and its officers, agents and employees from any and all liability or claims for any injury, illness, death or loss of or damage to property which I may suffer while participating in this canoeing/kayaking trip.

In signing this document, I fully recognize that if injury, illness, death or damage occurs to me while I am engaged in this canoeing/kayaking trip, I will have no right to make a claim or file a lawsuit against WRO or its officers, agents or employees, even if they or any of them negligently cause me injury, illness, death or damage.

- I understand that though this may be a guided canoe trip, there will be times when the guide(s) or other participants may not be in a position to assist, or aid in my rescue in the case of a mishap or the occurrence of a problem.
- I understand that WRO recommends that all participants have the physical ability to assist in their own rescue.
- I understand that wearing a properly sized, adjusted and buckled personal flotation device (PFD) is critical to my safety.
- I understand that I may be charged by local fire departments, rescue squads and ambulance services should I need their assistance.
- I hereby grant WRO the right to take and utilize photographs and/or video of me participating in trip related activities for the purpose of promotion and advertising.

If any portion or provisions of this Assumption of Risk and Waiver Agreement is or are deemed unenforceable by a Court of Law, the remaining portions and provisions shall remain in full force and effect.

I also understand that if WRO needs to retrieve my canoe/kayak due to losing it on the river I am responsible for a recovery fee of \$175.00 or the cost of the canoe/kayak if it cannot be found/recovered.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS AND HAVE HAD ACCESS TO THE WRO SAFETY BRIEFING VIA VIDEO ON THEIR WEBSITE, IN EMAIL CONFIRMATIONS AND UPON REQUEST AT THE START OF MY TRIP ON A TABLET OR CELLPHONE. I AM AWARE THIS IS A ASSUMPTION OF RISK AGREEMENT, WAIVER AND A RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY.

Once my paddle hits the water I understand there are no refunds or credits.

First Name:

Last Name:

Signature _____ Date _____

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(Must be completed for participants under the age of 18)**

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent/Guardian Signature _____ Print Name _____ Date _____