

PLATTE RIVER RENTALS, LLC

PARTICIPANT AGREEMENT, ACKNOWLEDGMENT & ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AGREEMENT

READ BEFORE SIGNING

I the undersigned, in consideration of being allowed to participate in the services of Platte River Rentals, LLC (also d.b.a. Louisville Trading Post, and also be noted some equipment may have Wild Duck-Outfitters logo), its officers, employees, volunteers, agents, or representatives (herein referred to as "Platte River Rentals, LLC"), hereby agree to the following for myself, my heirs, assigns, personal representatives, next of kin, and estate as follows:

I fully understand and acknowledge that although Platte River Rentals, LLC has taken reasonable steps to outfit me with appropriate equipment, the activity I am about to voluntarily engage in as a participant and /or volunteer is an unguided canoe/kayak/tube/stand-up paddle board/bike trip, bears certain known and unanticipated risks. These risks cannot be eliminated without destroying the unique character of this activity. These same elements that contribute to the unique character of this activity could result in injury, paralysis, death, to myself, spectators, or third parties, or damage or loss to personal property of myself, spectators, or third parties. These risks may be caused by my own actions or in-actions, the actions or in-actions of others, or other conditions. The following describes some, but not limited to, of these risks:

- * Hitting objects in the canoe/kayak/tube/stand-up paddle board/and/or bike, natural or man-made, such as rocks, trees, waterfalls, holes, deep water, reversals, other water formations, ropes, bridge pilings, metal junk in the water, and other watercraft. Some may be submerged or partially submerged.
- * Swimming/floating in turbulent water, hypothermia
- * Travel in a vehicle not driven by me
- * Carrying of heavy equipment such as canoes, kayaks, or other equipment.
- * Forces of nature including lightening, wind and weather changes, river level changes, change of water flow or currents.
- * Canoe/kayak/tube/and or stand-up paddle board for various reasons, may collide, puncture, overturn, upset, or sink which could result in getting wet, injured, exposed to elements, personal property damage or loss, injuries, paralysis, or death.
- * Unstableness while getting in or out of canoe/kayak/tube/stand-up paddle board.
- * Missing docking site.
- * Wildlife attacks.
- * Getting lost.

1. With full knowledge that this activity entails both known and unknown risks of injury or death to myself, to spectators or other third parties, and damage to personal property, I accept and assume sole responsibility for any loss of life or injury to myself, including any minor children, to others, and damages to any property arising from voluntary participation in this activity. I agree that no one is forcing me to participate in spite of the risks.
2. I fully understand and acknowledge that I and any minor children should be in good physical health to participate in a canoe/kayak/tube/stand-up paddle board trip. I acknowledge that I and any minor children have no health problems, physical disabilities, or mental impairments that would preclude my participation. I acknowledge that I and any minor children have sufficient skill and fitness to participate. I am not under the influence of drugs or alcohol, and there is no reason why I lack capacity to sign this document. I certify I and any minor children are fully capable of participating in this activity. Therefore, I assume responsibility for myself, including any minor children, for bodily injury, death and I acknowledge that I have insurance that will cover the costs of emergency medical treatment and/or transportation related to canoe/kayak/tube/stand-up paddle board trips or that I am willing to bear these costs. I authorize Platte River Rentals, LLC to secure emergency transport and/or medical care when Platte River Rentals, LLC deems necessary, and I authorize Platte River Rentals, LLC to release or share participant medical information with medical providers. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue participation in the activity. If I decide to leave early and not complete the trip as planned, I assume all risks inherent in my decision to leave.
3. I will comply with all Federal, State, and County laws and regulations, including emergency orders from authorities. I am required by law to have a life jacket per person attached to my canoe, kayak, or tube the entire trip. Platte River Rentals, LLC provides life jackets for each canoeist/kayaker/tuber/stand-up paddle boarder, and recommend the life jackets be worn for the maximum protection. Participants who are 12 years old or younger are REQUIRED to wear life jackets according to State Law. I will agree to comply with the stated and customary terms and conditions of participation. For safety reason, I will not take any glass such as glass bottles into river. All garbage will be contained and properly disposed of upon return. I will not leave garbage in the river.
4. I realize that Platte River Rentals, LLC are supplying equipment and shuttle service only. Water trips with canoes/kayaks/tubes/stand-up paddle boards are self-guided, and I voluntarily participate at my own risk. I understand there are NO LIFE GUARDS ON THE RIVER.
5. Media Statement: By signing below, I hereby grant and convey to Platte River Rentals, LLC all right, title, and interest in and to record my name, image, voice or statements including any and all photographic images and video or audio recordings made by Platte River Rentals, LLC or agents or by their camera.
6. I hereby covenant for myself, my heirs, assigns, representatives, next of kin, and estate not to sue and to forever release and discharge, and to hold harmless and indemnify Platte River Rentals, LLC, its officers, employees, volunteers, agents, or representatives, property owners, lessors, and all other entities from any and all known or unknown, foreseeable or unforeseeable, bodily and personal injuries, damage to personal or real property, and the consequences thereof, in any way connected with my participation in the activity, including specifically but not limited to the negligent acts or omissions of Platte River Rentals, LLC, its officers, employees, volunteers, agents, or representatives, property owners, lessors, and all other persons or entities, for any and all injury, death, illness or disease, and damage to myself or my property. This includes, but not limited to, rental of equipment and shuttle service.

7. Should it become necessary for Platte River Rentals, LLC, or someone of their behalf, to incur attorney fees and costs to enforce this agreement, or any portion thereof, I agree to pay Platte River Rentals, LLC any reasonable costs and attorney fees thereby expended or for which liability incurred. I agree to bear all costs and fees incurred by Platte River Rentals, LLC in defending themselves against the claims of mine, my heirs, assigns, personal representatives, and next of kin, and estate. I acknowledge that Platte River Rentals, LLC holds residency in Cass County in the State of Nebraska, and agree that any claims and litigations will be brought in and carried out in Cass County in the State of Nebraska. I expressly acknowledge and agree if any part of the document is found to be void or illegal by a court, the other parts will remain in full force and effect and will be given the broadest construction possible by the courts of Nebraska.

8. All equipment is rented at renters own risk. The equipment provided -paddles, personal floatation devices, and canoes/kayaks/tubes/stand-up paddle boards are in good working order when rented. I am expected to return the equipment in the same condition as when rented, on same day rented. I will be held liable for any damage or loss of equipment (except for normal wear which includes minor dents and scratches on the canoe). Replacement costs are: Canoe & Kayak - list price (minimum) \$500, Tube \$40, Paddle \$20 each, Kayak Paddle \$70, Life Jacket \$20, Stand-Up Paddle Board \$, and Radio \$150. I agree to pay \$20 per hour late fee. All trips should end at car, I agree to have Platte River Rentals, LLC acknowledge and sign off of return of equipment.

IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE I REALIZE THERE IS KNOWN AND UNKNOWN RISK, I VOLUNTARILY ASSUME THIS RISK, AND I TAKE FULL RESPONSIBILITY IF INJURY, ILLNESS, DIABILITY, DEATH, OR DAMAGE OCURS TO ME OR OTHERS OR MINE OR OTHERS PROPERTY WHILE ENGAGED IN THIS CANOE/KAYAK/TUBE/STAND-UP PADDLE BOARD TRIP, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST PLATTE RIVER RENTALS, LLC OR ITS OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, PROPERTY OWNERS, LESSORS, OR REPRESENTATIVES EVEN IF ANY OF THEM NEGLIGENTLY CAUSE MY INJURY, ILLNESS, DISABILITY, DEATH, OR DAMAGE.

I HAVE CAREFULLY READ THIS DOCUMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS AN ASSUMPTION OF RISK, WAIVER, AND RELEASE AGREEMENT AND I SIGN IT FREELY, VOLUNTARILY AND WITHOUT INDUCEMENT, AND I ALSO UNDERSTAND THAT I SHOULD NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.

CHECK ALL THAT APPLY AND QUANTITY:

___ CANOE ___ KAYAK ___ TUBE ___ RADIO ___ COOLER TUBE ___ BIKE/TANDEM BIKE ___ SUP

IF WITH GROUP, GROUP NAME _____

DATE: _____ **DEPARTURE TIME:** _____

___ **PLEASE CHECK IF YOU ARE 18 OR OLDER**

IF PARTICIPANT IS UNDER 18:

Participant's Signature

Parent/Guardian Signature

Printed Name

Participant's Age

Street Address

City/State/Zip Code

Emergency Contact/Phone #

____ PLEASE CHECK IF YOU ARE 18 OR OLDER

Participant's Signature

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