

Falcon Floats Boats & Facility Use Agreement

Name: _____ Date: ___/___/___ Time: _____ Trip Length: _____
Address: _____ Make of Car: _____ CLR: _____ # of People _____
City: _____ State ___ Zip: _____ # Canoes: ___ # Rafts ___ #1 Man Kayaks ___ #2 Man Kayaks ___
Phone: _____ # Tubes: ___ Total Cost: \$ _____

For your floating safety and pleasure please observe the following rules:

River Laws:

- | | | |
|---|--|--|
| *Wear life jackets at all times. | * Observe no trespassing signs. | * No tying or connecting floats. |
| *Watch the river ahead of you. | * Do not jump or dive off of anything. | * No Littering |
| *Do not consume alcohol before or during your trip. | | * No Alcohol over 3.2 content |
| *Stay to the inside of curves to avoid logs. | | * Children 12 and under must wear a life jacket. |
| | | * No Glass or Styrofoam |

All 12+ mile floaters must reach the 6 mile launch point by 3pm or you will be pulled off the water by a Falcon Floats employee for your safety. There will be a \$50 charge for all boats arriving after dark and \$50 for each hour after dark.

Any property left during or after the trip is not the responsibility of Falcon Floats or its employees. Any damage/loss done to boats, equipment, or bunkhouses is the financial responsibility of all signatures below, prices of damages of the following: Canoes \$1,000, Rafts \$2,000, Kayaks \$400, Tubes \$50, Life Jackets \$20, Paddles \$35. Repair costs to any buildings or facilities will be charged at the cost of repairs and any lost income if unable to use building or facility.

This is a release of liability, please read before signing.

- **Assumption of Risk** – The undersigned participant acknowledges that river rafting, canoeing, kayaking, tubing, and its associated activities are by their nature potentially dangerous and the risk of bodily injury, drowning, and mental anguish. Serious or minor injuries may occur when traveling to and from the river, from falling out of a boat, flipping a boat, collision with objects in the water or with a boat from jumping or diving from a boat or fixed object, injury during hikes, from insect stings, from sunburn, and other unforeseen occurrences. This assumption of risk is meant to include any activity listed above or activity associated with Falcon Floats. The participant acknowledges the extent involved in the activities described by this agreement and voluntarily and freely chooses to incur such risks.

- **Exemption from Liability** – The participant releases Falcon Floats, its owners, and employees from any and all liability and claims whatsoever, including strict liability and negligence arising out of any damage, loss or injury to the participant or participant's property while upon the premises or using the equipment of Falcon Floats or while participating in any of the activities contemplated by the agreement.

- **Covenant Not to Sue** – The participant agrees never to institute any suit or action of law or otherwise against Falcon Floats, its owners or employees arising from the activities contemplated by this agreement..

- **Indemnity against Third Party Claims** – The participant will indemnify and hold harmless Falcon Floats, its owners, or employees from any and all losses or claims, which may be initiated by any other person or organizations and which arise directly or indirectly from the activities contemplated by this agreement

- **Continuation of Obligations** – The participant agrees that the terms and conditions of the foregoing Assumption of Risk, Exemption from Liability, Covenant not to Sue, Indemnity Against Third Party Claims shall continue in full force at all times during and after participating in the activities of Falcon Floats and shall be binding heirs and executors of the participant or his/her estate.

- **Model Release** – The undersign agrees to let Falcon Floats use photo images for Marketing Purposes.

- **With acceptance of said equipment**, I acknowledge the fact that I must make full restitution for any lost or damaged equipment, damaged buildings or facilities, and that there are no refunds. You will be charged \$20 for any lifejacket tied to a water vessel.

1. Name Printed _____ Signature/Guardian: _____ Date: _____
2. Name Printed _____ Signature/Guardian: _____ Date: _____
3. Name Printed _____ Signature/Guardian: _____ Date: _____
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14. Name Printed _____ Signature/Guardian: _____ Date: _____

