

Ellijay River Outfitters
Waiver and Liability Release Form
Tube or Kayak Rental
(One Form MUST Be Completed for Each Person Renting)

DATE: _____

NAME: _____

PHONE #: _____

AGE: _____ DOB: _____

EMERGENCY CONTACT NAME: _____ EMERGENCY CONTACT NUMBER: _____

By execution of this Waiver and Release, the undersigned acknowledges that he/she understands and agrees that:

* ELLIJAY RIVER OUTFITTERS (and its owners, employees, volunteers and interns) is providing interested parties with the opportunity to participate in kayaking and tube activities.

* Kayaking and tubing activities have: (a) inherent risks, dangers and hazards and such exists in my use of Ellijay River Outfitter equipment; (b) my participation in such activities and/or use of such equipment on or near the water surface may result in injury, including but not limited to: falling, slipping, drowning, marine-life attacks, bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by my negligence, the negligence of others, accidents, breaches of contract, the forces of nature or other causes.

* Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, selection of area to be traversed in kayaks or tubes, water levels, water currents, waves, weather conditions, risks of falling out of a kayak or tubes, and such other risks, hazards and dangers that are integral to recreational activities that take place in the water, outdoor or recreational environments; and I hereby accept and assume those risks and dangers.

* Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, decision making on behalf of Ellijay River Outfitters, including that misjudgments in weather, water conditions, and water level, risks of falling out of or drowning while in a kayak or tube and such other risks, hazards and dangers that are integral to recreational activities and/or use of equipment. I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by myself, Ellijay River Outfitters, or by any other person.

* The activities of kayaking, and/or tubes and the use of any kayaking, and/or tube equipment or gear has inherent risks and should not be attempted without prior competent instruction.

* Although Ellijay River Outfitters may rent, or provide the undersigned with, and/or assist the undersigned with the assembly and/or use of certain kayaking and/or tubing equipment or gear, Ellijay River Outfitters does not provide or accept any responsibility to provide the undersigned any instruction in kayaking, and/or tubing, and/or the use of any kayaking and/or tubing equipment or gear.

* Equipment/gear rented:

_____ Kayak; _____ Tube; _____ Flotation Device; _____ (Initials)

* I am responsible for any repairs or replacement of the rented equipment/gear in the event of damage, loss, theft, etc., irrespective of the cause of such damage or loss. _____ (Initials)

* He/she has carefully read and fully understands this Waiver and Release. _____ (Initials)

ELLIJAY RIVER OUTFITTERS HAS NOT AND DOES NOT MAKE ANY REPRESENTATIONS AND WARRANTIES AS TO AND ASSUMES NO RESPONSIBILITY FOR THE COMPETENCE OF THE PERSON AND/OR ENTITY CONDUCTING, SPONSORING, PARTICIPATING IN, GUIDING AND/OR DIRECTING KAYAKING, RAFTING, AND/OR CANOEING ACTIVITIES.

THE UNDERSIGNED, ON BEHALF OF MYSELF, MY PERSONAL REPRESENTATIVES, HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES AND/OR ASSIGNS, HEREBY FULLY UNDERSTANDS AND ASSUMES ALL RISKS AND HAZARDS ASSOCIATED WITH, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE RESERVATIONS FOR, AND/OR PARTICIPATION IN KAYAKING AND/OR CANOEING ACTIVITIES BY THE UNDERSIGNED AND THE USE BY THE UNDERSIGNED OF ANY KAYAKING, RAFTING AND/OR CANOEING EQUIPMENT OR GEAR PROVIDED OR ASSEMBLED BY ELLIJAY RIVER OUTFITTERS, THEIR AGENTS, OFFICERS, DIRECTORS AND/OR EMPLOYEES.

PLEASE FILL IN ALL INFORMATION. PLEASE PRINT NEATLY.

KAYAKING AND/OR CANOEING AND THE USE OF ANY EQUIPMENT RELATED TO SUCH ACTIVITY HAS INHERENT RISKS. THIS FORM MUST BE READ AND FULLY COMPLETED AND SIGNED PRIOR TO ANY PARTICIPATION IN KAYAKING AND/OR CANOEING ACTIVITIES. PLEASE READ THIS WAIVER AND RELEASE CAREFULLY BEFORE SIGNING.

THE UNDERSIGNED, ON BEHALF OF MYSELF, MY PERSONAL REPRESENTATIVES, HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES AND/OR ASSIGNS, HEREBY FULLY RELEASES, WAIVES AND DISCHARGES, ELLIJAY RIVER OUTFITTERS, THEIR AGENTS, OFFICERS, VOLUNTEERS, INTERNS, DIRECTORS AND/OR EMPLOYEES, AND FULLY WAIVE ANY AND ALL RIGHTS OF ACTION OR LOSS FOR BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, LOSS OF SERVICES, CLAIMS, OR SUIT WHICH HE/SHE MAY HAVE, NOW OR IN THE FUTURE, AGAINST ELLIJAY RIVER OUTFITTERS THEIR AGENTS, OFFICERS, DIRECTORS AND/OR EMPLOYEES, ASSOCIATED WITH, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE PARTICIPATION IN ANY KAYAKING AND/OR TUBING ACTIVITIES BY THE UNDERSIGNED AND THE USE BY THE UNDERSIGNED OF ANY KAYAKING AND/OR TUBING EQUIPMENT OR GEAR PROVIDED OR ASSEMBLED BY ELLIJAY RIVER OUTFITTERS, THEIR AGENTS, OFFICERS, DIRECTORS AND/OR EMPLOYEES.

THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT THIS WAIVER AND RELEASE AGREEMENT SHALL BE BINDING UPON HIS/HER PERSONAL REPRESENTATIVES, HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES AND/OR ASSIGNS.

THE VENUE OF ANY DISPUTE THAT MAY ARISE OUT OF THIS AGREEMENT OR OTHERWISE BETWEEN THE PARTIES TO WHICH ELLIJAY RIVER OUTFITTERS OR THEIR AGENTS IS A PARTY SHALL BE IN GILMER COUNTY, GEORGIA.

I HAVE READ AND UNDERSTAND THE FOREGOING WAIVER AND RELEASE AND BY SIGNING IT I AGREE THAT IT IS MY INTENTION TO EXEMPT AND RELIEVE ELLIJAY RIVER OUTFITTERS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I AM AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY, AND I SIGN IT OF MY OWN FREE WILL.

Date: _____

Sign Name: _____

Print Name: _____

IF PROPOSED USER OF KAYAKING AND/OR CANOEING EQUIPMENT IS A MINOR, THIS FORM MUST BE SIGNED BY A PARENT/LEGAL GUARDIAN ONLY.

AGREEMENT AND CONSENT OF PARENT/LEGAL GUARDIAN

I hereby give my permission and consent for my child, _____, a minor, to participate in kayaking and/or tubing activities, and to use any kayaking and/or tubing equipment related to such activities, with Ellijay River Outfitters on _____, 20____, and to participate in such kayaking or tubing activities with _____ (relative, friend, etc.), and I hereby agree as follows:

* I fully understand and acknowledge the risks and dangers set forth above exist in my child's use of kayaking and/or tubing equipment and my child's participation in kayaking and/or tubing activities.

* I have been advised that my child must wear an approved personal flotation device at all times while on or near the water.

* I affirm that my child will not be under the influence of alcohol or a controlled substance, and will not carry, use, or consume these substances before or during his/her scheduled activities.

* Any claims or dispute arising from my child's participation in kayaking and/or canoeing activities and/or use of Ellijay River Outfitters equipment shall be venued in Gilmer County, Georgia.

● My child is in good health and able to participate in kayaking and/or tubing activities. I understand that strenuous physical exertion may be required, and my child has no known physical disabilities or health problems, which will present any risk to his/her participation in the activities. I release and agree to indemnify and hold harmless Ellijay River Outfitters their agents, officers, directors or employees from any and all liabilities incident to my minor child's involvement or participation in these activities as provided above, even if arising from the ordinary negligence of Ellijay River Outfitters to the fullest extent permitted by law. The above agreement shall be binding on my personal representatives, heirs, distributees, guardians, successors, assigns, administrators and/or executors.

I HAVE READ THE ABOVE AGREEMENT AND CONSENT OF PARENT/LEGAL GUARDIAN AND BY SIGNING IT, I AGREE THAT IT IS MY INTENTION TO GRANT PERMISSION FOR MY CHILD TO PARTICIPATE IN KAYAKING AND/OR TUBING ACTIVITIES, AND TO ASSUME AND ACCEPT ALL RISKS ASSOCIATED THEREWITH. I AGREE INDIVIDUALLY AND ON BEHALF OF MY CHILD TO THE TERMS OF THE FOREGOING AGREEMENT OF WAIVER AND RELEASE.

Parent and/or Legal Guardian Child's Signature: _____

Printed Name: _____

Child's Printed Name: _____

Date: _____

Per Gilmer County Code of Ordinance, Chapter 40 – Public Access River Outfitting in the Unincorporated Areas of the County

- a.) Alcohol is forbidden on the river between Holt Bridge Road and the confluence of Clear Creek and the Cartecay River.
- b.) The river corridor is private property upstream of the takeout on Mulkey Road and leaving the riverbed is trespassing and prohibited except in an extreme emergency.
- c.) There are no restrooms on the river, so use the designated facilities before starting your trip.
- d.) Diving into the river is extremely hazardous and has resulted in severe and fatal injuries in the past.
- e.) No coolers of any type allowed on the river; however, small reusable containers are permitted.

Sign Name: _____ Date: _____