

**HOWELL CANOE LIVERY**  
804 Robson Street / PO Box 178  
Columbus TX 78934  
(979) 732-3816

**IMPORTANT – READ CAREFULLY.** This document affects your legal rights. It must be signed by you, the "Participant", whether you are an adult or minor, if you are renting or otherwise using equipment or participating in activities offered by HOWELL CANOE LIVERY (the "Provider"). It must be signed by your parent, legal guardian or otherwise responsible, if you are a minor Participant (under 18 years of age). The parent, legal guardian or otherwise responsible, agrees to these terms individually and on behalf of the minor.

**PARTICIPANT AGREEMENT**

(Including Acknowledgement and Assumption of Risks, Agreements of Release and Indemnity)

In consideration of being allowed to participate in water sport events and activities and/or being provided with water sport recreational property or services, for myself and any minor children for whom I am a parent, legal guardian or otherwise responsible, and for my/our heirs, personal representatives or assigns:

1. **Acknowledgement of Risks.** Acknowledge that some, but not all, of the hazards and risks of participating in the water sport activity include: (1) Changing water flow, currents, wave action, and ship's wakes; (2) Objects which may be encountered including debris, rocks, bridges, and other hazards; (3) Collision with any of the following: other participants, the water craft, other water craft, and man-made or natural objects; (4) Forces of nature, including exposure to the sun, cold, wind, hail, lightning, flash floods and other such phenomena; (5) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; (6) Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning; (7) Animals, including poisonous reptiles and poisonous plants; (8) Equipment failure or operator error; (9) Heat or sun related injuries or illness, including sunburn, sunstroke or dehydration; (10) Fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of accident; (11) bites, stings, allergic reactions, overexertion, illness due to contaminated water, burns, cuts, bruises, strains, broken bones and other injuries or illnesses.

Alcohol will, and other substances may, impair judgment and reduce a participant's ability to effectively manage the risks of water travel, camping and land activities. Participants should always wear a fastened personal flotation device. Participants should wear footwear which will provide protection from sharp objects, and which will minimize the risk of foot entrapment. Failure to follow these and other safety precautions may result in injury or death.

2. **Express Assumption of Risks.** I, the Participant (adult or minor) and the parent, guardian or otherwise responsible, of a minor Participant, agree to assume all responsibility for all the risks of the activity, whether identified above or not, (EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES NAMED BELOW). My/our participation in the activity is purely voluntary. I assume full responsibility for myself and any minor children for whom I am responsible, for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while I/we participate in the activity (EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW).

3. **Agreements of Release and Indemnification.** I hereby release Provider, its employees, volunteers, directors and owners ("Released Parties") from any and all claims of injury or loss (including death) which I, or the minor child for whom I sign, may suffer, arising out of or in any way related to my, or the child's, enrollment in or participation in the activities of Provider or the use of its equipment, even if caused by the negligence of any of the releases named above, or any other person (including myself). Neither I, the minor child, nor anyone acting on our behalf, will bring suit or otherwise assert any such claims against a Released Party.

I will indemnify each Released Party from any claim of liability, including one brought by or for a minor child for whom I sign, a co-participant in any of the activities of Provider, a rescuer, a member of my, or the minor child's, family, or anyone else, asserting a loss arising out of or in any way related to my, or my child's, enrollment in or participation in the activities of Provider or the use of its equipment.

Participant's Name (printed) \_\_\_\_\_ (signature) \_\_\_\_\_

Date: \_\_\_\_\_

Signature of participant's parent or legal guardian \_\_\_\_\_

Date: \_\_\_\_\_