



Verde River Institute, Inc.
630 Cliffside Drive
Clarkdale, AZ 86324



Clarkdale Kayak Company LLC
920 Main Street
Clarkdale, AZ 86324

WAIVER AND RELEASE AGREEMENT

Please read carefully before signing

This is a release of liability and waiver of certain legal rights.

In consideration for my being permitted to participate in a Verde River Familiarization Kayak Trip with the Verde River Institute, I agree to the following Waiver and Release:

I acknowledge that paddling tours have inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly in an outdoor environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. Walking in rugged country, including encounters with wildlife and inclement weather conditions;
2. Boating/kayaking in moving streams and rivers.

I understand the risks and hazards. I understand that these activities may require good physical conditioning. I believe I have that good physical conditioning necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY PARTICIPATING WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Finally, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS the Verde River Institute, and/or Clarkdale Kayak Company LLC, if applicable, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, autos or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of the Verde River Institute and/or Clarkdale Kayak Company LLC or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue the Verde River Institute and/or Clarkdale Kayak Company LLC as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of the Verde River Institute and/or Clarkdale Kayak Company LLC.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

Print Name: _____ Signature _____

Phone Number: _____ Date ____/____/____ Email: _____

Mailing Address: _____

Emergency Contact Name and phone: _____

(If under 18 years old, please complete this form)

**Verde River Institute, Inc.
630 Cliffside Drive
Clarkdale, AZ 86324**

**Clarkdale Kayak Company LLC
920 Main St.
Clarkdale, AZ 86424**

If under eighteen years of age, parent, guardian, or custodian must sign the following indemnification:

INDEMNIFICATION

In consideration for the below named minor being permitted by the Verde River Institute and/or Clarkdale Kayak Company LLC, to participate in activities with the Verde River Institute and/or Clarkdale Kayak Company LLC which include, without limitation, the use of its services, autos and equipment, I agree to the following waiver, release, and indemnification:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend, the Verde River Institute and/or Clarkdale Kayak Company LLC, its directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or bought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of the Verde River Institute and/or Clarkdale Kayak Company LLC and his or her use of the property, equipment, if any, and facilities of the Verde River Institute and/or Clarkdale Kayak Company LLC. I, for myself and on behalf of said minor, further agree not to sue the Verde River Institute and/or Clarkdale Kayak Company LLC as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of the Verde River Institute and/or Clarkdale Kayak Company LLC.

Print Name of Participant: _____ Age of Participant: _____

Print Name of Parent or Guardian of Minor Child: _____

Signature of Parent or Guardian of Minor Child: _____

Phone Number: _____ Date _____

Mailing Address: _____

Witness Signature: _____ Printed Name of Witness: _____

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