



Kayak/Canoe/SUP

Assumption of Risk, Waiver, Release and Indemnity

In consideration of Leroy Springs & Company, Inc. (“LSC”), the owner and operator of the Anne Springs Close Greenway, and its members, directors, officers, agents, employees and all other persons or entities associated with those businesses (hereafter collectively, with LSC, referred to as “ASC Greenway” or “Greenway”), allowing me to kayak, canoe or stand-up paddle board (SUP) (the “Activity” or “Activities”) at the Greenway, I agree as follows:

Using a kayak, canoe and/or SUP involves inherent risk. Although the Greenway has taken reasonable steps to provide me with appropriate equipment and skilled facilitators so I can enjoy these Activities for which I may not be skilled, the Greenway has informed me that these Activities can be causes of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. ASC Greenway believes it is important for me to know in advance what to expect and to be informed of the inherent risks.

I am aware that participation in these high risk Activities can be very dangerous and entails risk of injury or death to any participant including, without limitation, drowning. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in these Activities is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in these Activities may require a degree of skill and knowledge different than other Activities and that I have responsibilities as a participant. I acknowledge that the ASC Greenway staff has been, and will be, available to more fully explain to me the nature and physical demands of the Activity and the inherent risks, hazards and dangers associated with the Activity.

I certify that I am fully capable of participating in these Activities. Therefore, I, for myself, and all minor children in my care, custody and control (each, a “Minor”) for whom I sign this Agreement, (a) assume all risk and accept full responsibility, for bodily injury, death or loss of personal property and expenses as a result of the inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this Activity, (b) waive, release, discharge and agree not to sue or bring any claim against LSC, the Greenway, or any of their respective directors, members, managers, shareholders, officers, employees, or agents (collectively, “Released Parties”), for or with respect to any and all claims, liabilities, judgments, damages, costs, fees or expenses, including without limitation, attorneys’ fees and expenses (collectively, “Claims”), arising out of or related to this Agreement, my or any Minor’s participation in any Activity, my or any Minor’s presence in or around the Greenway, or my or any Minor’s use of any equipment I, a Minor or another person may have brought onto the Greenway or kayaks, canoes, SUPs, paddles, floatation devices, and any other equipment provided by the Greenway (collectively, “Equipment”), including, without limitation, any Claims for personal injury, illness (including, without limitation, COVID-19 or other contagious disease), death, or damage to property and specifically including, without limitation, any and all Claims based on the alleged negligence of any of the Released Parties to the extent allowed by applicable law, but excluding Claims based on gross negligence, and (c) agree to indemnify, defend, and hold harmless each of the Released Parties (i.e., I agree to pay or reimburse each of the Released Parties) from and against any and all Claims arising out of or related to this Agreement, my or any Minor’s participation in any Activity, my or any Minor’s presence in or around the Greenway, or my or any Minor’s use of any Equipment, including, with-out limitation, any Claims for personal injury, illness, death, or damage to property and specifically including, without limitation, any and all Claims based on the alleged negligence of any of the Released Parties. I also understand and acknowledge that the ASC Greenway cannot foresee or predict every possible risk or danger which may result in injury or death, and it is my responsibility to participate in a responsible and careful manner at all times.

I have carefully read, clearly understood and accept the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns personal representative and estate and for all members of my family, including minor children.

**I UNDERSTAND THAT A PERSONAL FLOATATION DEVICE (PFD) MUST BE WORN WHILE IN A KAYAK OR CANOE OR ON A SUP. THE PFD MUST FIT PROPERLY AND BE SECURED. YOUTH AGES 8 to 16 MUST BE ACCOMPANIED BY A PARENT OR GUARDIAN IN NEARBY KAYAK, CANOE OR SUP. YOUTH AGES 7 & UNDER (1) MUST BE ACCOMPANIED BY AN ADULT IN THE SAME TANDEM KAYAK OR CANOE AND (2) ARE NOT PERMITTED TO USE A SUP.**

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

PARENT OR GUARDIAN ADDITIONAL AGREEMENT  
(Must be completed for all participants under the age of 18)

In consideration of \_\_\_\_\_ (PRINT minor’s names)  
being permitted to participate in any Greenway Activity or program, I further agree to indemnify and hold harmless each of the Released Parties from any Claims which are brought by or on behalf of the minor identified above or are in any way connected with participation in an Activity by such minor.

Parent or Guardian \_\_\_\_\_ [SEAL] Print Name \_\_\_\_\_ Date \_\_\_\_\_