

## **IMPORTANT INFORMATION**

Rip The Nip is committed to the safety of its participants in our recreation activities. Risks can be significantly reduced if everyone follows safety rules and instructions that are designed to protect the safety of our participants. This applies to all renters, passengers, users and minor children of equipment provided by Rip The Nip. You are solely responsible for determining if you or your minor child are physically fit and skilled for activities requested by this agreement. It is always advisable to consult a physician before undertaking any physical activity, especially if the participant is pregnant, disabled or ill.

## **ASSUMPTION OF RISK**

Participant is voluntarily renting recreational equipment from Rip The Nip at their own risk. Canoeing, tubing and kayaking involve physical activity, and use mental and emotional resources of each participant.

- Act within the limits of participants' ability. There is still a risk of serious injury, including drowning.
- Heed all warning regarding participation in the recreational activity. All hazards and dangers cannot be foreseen. Certain risks include, but are not limited to, dangerous weather and water conditions, rising waters, faster currents, insect bites, capsizing, being pinned between trees, hypothermia, sunburn, heatstroke, dehydration, inadequate supervision, horseplay, carelessness, poor canoeing/tubing/kayaking techniques, poor swimming skills, loss of personal articles and failure to wear personal floatation device.
- Maintain control of his or her person and the equipment the person is using while participating in the recreational activity.
- Refrain from acting in any manner that may cause or contribute to the death or injury to himself or herself or to other persons while participating in the recreational activity.
- Violations constitute negligence and in this regard, it is impossible for Rip The Nip to guarantee absolute safety.

Upon arriving at our facility participant agrees they have inspected equipment and acknowledge that upon receipt it is in good working order. Participant understands and agrees that Rip The Nip is not providing supervision or instruction in the use of equipment and the participant is solely responsible for determining the appropriate uses for the equipment. Participant agrees to be responsible for any damage to the equipment, except ordinary wear and tear.

## **WAIVER AND RELEASE OF LIABILITY**

By signing this form the participant, and all in their group, will be expressly assuming the risk and legal liability and waiving and releasing Rip The Nip from all claims for injuries, damages or loss which you or your minor child might sustain as a result of participating in any and all activities, including transportation services and vehicle operations. Including its owner, employees and all third parties. See (740 ILCS 130/4) (from Ch. 80, par. 304)

I recognize and acknowledge that there are certain risks of physical injury to participants, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that myself, or my minor child may sustain as a result of participation in recreational activities. I further agree to waive and relinquish all claims I or my minor child may have as a result of participating in recreational activities against Rip The Nip, including its owners and employees.

## **DAMAGES**

Charges may be incurred for lost or damaged articles belonging to Rip The Nip.

**I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of liability. If registering online, online signature shall substitute for and have the same legal effect as an original form signature.**

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Signature

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Print Name

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Date