

Five Rivers MetroParks, Ride the River Rentals Kayak Rental Liability Release and Agreement

Name _____ Age _____ Phone _____

Address, City, ST, Zip _____

Email Address: _____ Emergency Contact _____

Does the participant have any medical or physical conditions of which we should be aware? _____ yes _____ no
If yes, please describe _____

By this waiver I, _____ (**print name here**) hereby release Five Rivers MetroParks doing business as Ride the River Rentals, Montgomery County, The Miami Conservancy District, the City of Dayton, WHITEWATER WAREHOUSE, INC., its owners, employees, agents, sub-contractors, volunteers, and any persons or entities who later acquire interest in Ride the River Rentals (hereafter referred to as "Ride the River Rentals"), from any and all claims for injuries I receive as a result of the rental and use of the rental equipment as identified in the rental agreement. I agree to the following:

1. **There are risks inherent in skating, bicycling and use of watercraft, such as kayaks**, which may lead to injury. I assume the risk of injury from the rental equipment. I also understand that the use of protective gear only lessens the risk of injury and does not guarantee non-injury.
2. **I am responsible for any injury to other persons I cause through my use of rental equipment.** I agree to defend, indemnify, and hold harmless Ride the River Rentals, Five Rivers MetroParks, WHITEWATER WAREHOUSE, INC., the Miami Conservancy District, Montgomery County and the City of Dayton for any injuries or damages I cause to others.
3. **I accept for use, as is, the equipment in good condition and accept the full responsibility for care of equipment while in my possession.** I will be responsible for the prompt replacement at full retail value of all rental equipment not returned, or damaged other than reasonable wear and tear which results from the proper use of this equipment.
4. **I agree to assume all financial responsibility for any medical, rescue, or other expenses I may incur** or may be incurred on my behalf and agree to defend, hold harmless and indemnify Five Rivers MetroParks doing business as Ride the River Rentals, Montgomery County, The Miami Conservancy District, the City of Dayton, WHITEWATER WAREHOUSE, INC., its owners, employees, agents, sub-contractors, volunteers, and any persons or entities who later acquire interest in Ride the River Rentals and assigns for any loss or damage, including attorneys' fees, that they may suffer should I or anyone else on my behalf pursue an action or claim that is waived or barred by this release or waiver or any other claim by or on behalf of me arising out of the activity(s) to which this release relates;
5. I understand that Ride the River Rentals and WHITEWATER WAREHOUSE, INC. **is not a manufacturer of any of its rental equipment** and therefore is not responsible for defects that lead to injury or damage to me as a result of the manufacture of the rental equipment, including any protective gear.
6. I understand that I am not permitted to paddle downstream of the middle stairway with the hydraulic jump invention fountain at RiverScope.
7. I understand that lockers are available for a nominal fee located at 229 East Monument Ave. I assume the responsibility for any damages to any possessions I may choose to take with me on the river or the bikeway.
8. I agree to observe all posted rules and regulations with regard to use of watercraft and the river. (Please see reverse side for watercraft rental policies.)

Rental Policies

Ride the River Rentals or WHITEWATER WAREHOUSE INC., reserves the right to terminate a rental based on irresponsible behavior at the discretion of its personnel or agents.

Rental Age

All persons under the age of **18** must be accompanied by an adult to rent equipment and the adult must stay present and be on the water with the person. No children under the age of **12** will be permitted to ride aboard any watercraft unless accompanied by a parent or guardian.

Flotation Devices

Personal flotation devices (life jackets) are required to be worn by all persons, including young children, when aboard a boat. Failure to comply will result in termination of rental.

Low head Dam and Fountain Warnings

There is a low head dam just beyond the I-75 Bridge. For your safety, **DO NOT** operate watercraft downstream of the middle stairs with the hydraulic jump water invention fountain. The overhead Fountain operates between 7 am and 11 pm for 15 minutes each hour. Please beware; you will be subject to fountain spray while you operate a watercraft east of the Riverside Drive Bridge.

Additional Guidelines

- + Swimming in the river is not permitted.
- + While boating, remain seated. Do not sit on the edge of the boat.
- + All loading and unloading must be done at the designated area. Do not get in or out of the boat at any other point along the river.
- + Pets are not permitted
- + No person shall operate a watercraft under the influence of alcohol and/or drugs.

Equipment Capacities

Weight limits vary by piece of equipment. The number of persons allowed on each piece of equipment will be determined by rental technicians.

Please Remember...These policies are for your safety. Any renter violation of the safety guidelines or operation of equipment in a dangerous manner will result in termination of rental and future rentals will be refused. No refunds will be made in such cases.

(If participant is under 18 years of age)

I grant permission for my child to participate in the Ride the River Rentals Kayak Rental Program. This includes rentals at RiverScape MetroPark & down river floats departing at Whitewater Warehouse, Inc.

I have explained the content of this document to _____ (minor's name) and by our signatures below, adopt this instrument in its entirety:

Minor Participant Signature _____ Date _____

I have read and understand the content of this permission statement and release of liability form.

Adult/Participant Signature _____ Date _____