

**SUGAR CREEK CAMPGROUND & CANOE RENTALS
RENTAL RELEASE FORM
ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY**

I UNDERSTAND, ACKNOWLEDGE AND AGREE AS FOLLOWS:

NOTICE: THIS A LEGALLY BINDING AGREEMENT WHICH IS INTENDED TO PROVIDE A COMPREHENSIVE RELEASE OF LIABILITY, BUT IS NOT INTENDED TO ASSERT ANY CLAIMS OR DEFENSES WHICH ARE PROHIBITED BY LAW.

By signing this Release, you give up any right you may have to bring a court action to recover compensation or obtain any other remedy for any injury to yourself or your property or for any death however caused arising out of participation or observation of activities at Sugar Creek Campground, LLC including Covid 19 coronavirus.

I fully understand Canoeing, Kayaking and/or Inner Tubing on Sugar Creek or any other body of water, river, stream or creek, is an inherently hazardous and dangerous activity, and events and activities related to or associated with the same can expose me to hazards and risks, both natural and artificial, that may result in harm, loss, damage, personal injuries or death.

In consideration of the foregoing, I/We hereby assign all risks and waive, release and discharge forever Sugar Creek Campground, LLC, its owners, managers, employees, successors and assigns from any and all liabilities, claims, damages, demands, or causes of action of any nature, whether known or unknown for any harm, loss, damage, injuries or death, due to the negligence or any other cause, resulting from, arising out of, or in any way related to my participation or observation of canoeing, kayaking, inner-tubing at, on, or about Sugar Creek Campground, Crawfordsville, Indiana or further downstream on Sugar Creek.

I will be held liable

- 1) Damage or loss of equipment (Canoe \$900.00, Kayak \$600.00, Paddle \$30.00, Tube \$30.00, Life Jacket \$10.00) Recovery fee up to \$100, if staff member has to retrieve**
- 2) I am also responsible if I fail to dock at the pickup time within the time limit. I will be responsible for paying a \$10.00 fee/boat or tube for every 30 minutes late**
- 3) NO Alcoholic Beverages permitted on any water excursions**
- 4) I agree to watch the safety video**

I REPRESENT AND ACKNOWLEDGE THAT I HAVE READ THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND EACH AND EVERY PROVISION AND THAT I AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL AND ACCORD

**DRIVERS LICENSE REQUIRED AT CHECK IN, PICK UP AFTER TRIP
THERE WILL BE A \$10.00 FEE TO MAIL LICENSE, IF NOT PICKED UP**

Waivers NOT signed 48 hours prior to trip or earlier will delay your trip

Excursion Date _____ Trip _____ Departure Time _____

SIGNATURE OF PARTICIPANT (18 years or older) DATE

**I ACKNOWLEDGE MY CHILDREN ARE BTW AGE 3-17
MUST BE ACCOMPANIED BY A PARENT OR LEGAL GUARDIAN**

CHILD'S NAME AGE

SIGNATURE OF PARENT OR LEGAL GUARDIAN DATE

