

# PARDUN'S CANOE RENTAL AND SHUTTLE SERVICE, LLC

## **LEASE AND RENTAL AGREEMENT & VISITOR ACKNOWLEDGEMENT TO RISK (VAR)**

### **Visitor Acknowledgment to Risk (VAR)**

In consideration of the services of Pardun's Canoe Rental & Shuttle Service, LLC and their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as ("Pardun's")) I agree as follows:

Although Pardun's has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, Pardun's has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. Pardun's does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

- Sunburn, heat stress, dehydration or other conditions related to prolonged warm temperatures or sun exposure
- Mosquito or other insect bites
- Jammed fingers or toes associated with pinch points or tripping hazards
- Accidental ingestion of water or drowning
- Injury to muscles or joints associated with repetitive stress motions, trips, or falls
- Hypothermia associated with falling into or swimming in cold water
- Puncture, cutting or abrading of skin due to vessels capsizing due to downed trees, catching on submerged materials, or participants slipping/tripping on uneven or stony surfaces
- Being struck anywhere on the body while paddling by another person's paddle or vessel

I am aware Personal Flotation Devices (PFDs) are required for persons under the age of 13 regardless of activity type while they are on the St Croix and Namekagon Rivers. Additionally, I have been offered a Personal Flotation Device with my equipment rental, and shown how to properly fit my person, if needed.

I am aware that river-way activities entail risks of injury or death to any participant. 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 this activity 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 this activity may require a degree of skill and knowledge differing from other activities and that I have responsibilities as a participant. I acknowledge that the staff of Pardun's has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those 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.

I have carefully read, clearly understood and accepted 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.

### **Lease & Equipment Rental Agreement**

This Lease and Rental Agreement is made by and between Pardun's Canoe Rental and Shuttle Service, LLC (hereinafter "Lessor") and the undersigned, (hereinafter "Lessee"). The Lease and Rental Agreement is for the rental, operation and use of services and/or equipment provided by the Lessor. All rented and used equipment is to be returned to the Lessor in the same manner in which it was originally rented.

In consideration of this Lease and Rental Agreement, and the following mutual covenants and agreements (including the required Visitor Acknowledgment of Risk), Lessee agrees as follows:

- A. That he/she will take precautions to safeguard all of Lessor's equipment;
- B. That he/she accepts full responsibility for the equipment and agrees to return the equipment to Lessor on the date agreed upon, and in as good condition as when it was received;
- C. That he/she shall indemnify Lessor against all loss and damage to equipment covered by this Agreement, authorizes the lessor to charge any amounts owed to Lessor by virtue of said indemnification to the credit card on file, or to otherwise pay the Lessor within 2 weeks from the date of loss at the discretion of the Lessor, the repair or replacement value will be determined by Lessor, and will be based upon the fair market value of the equipment prior to damage;
- D. That he/she shall indemnify the Lessor against and hold it harmless from any and all claims, demands, causes of action or lawsuits for personal injuries, death or for property damage arising out of the use, operation, transportation or possession of said equipment;
- E. That the watercraft rented shall be used only on waterways indicated herein and agreed upon, and that life vests will be worn by all operators as required by law while on the waterway(s);
- F. The he/she will not stop payment on any credit card used for shuttle service, rental of equipment, or replacement/repair of damaged or lost equipment;
- G. That he/she has read the map of the section of waterway he/she will use if needed, and understands his/her drop off and pick up locations;

