

DAVISON TOWNSHIP, GENESEE COUNTY, MICHIGAN

**“PADDLE BOARD RENTAL”
RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTIONS OF RISK,
AND INDEMNITY AGREEMENT**

WARNING – PLEASE READ CAREFULLY BEFORE SIGNING!

Consider that by signing this document you are assuming all physical, financial, and legal risks, and that you waive certain legal rights, including the right to sue if you become injured, incapacitated, or killed while renting a paddle board from Davison Township. Understand that marine environments and paddle boarding activities do have inherent risks, and that Lake Callis has no lifeguards

To: Davison Township (hereinafter referred to as “Township”)

Name	Last	First	Initial
Address	Street:		
	City:	State:	Zip Code:
Activity:	License #:		

ASSUMPTION OF RISKS

I am aware and understand that paddle boarding exposes participants to many risks, dangers, and hazards, including, but not limited to: falling off the board, or capsizing, requiring me to re-mount the board and/or swim. Paddle boards are susceptible to capsize, variable or difficult paddling conditions, and changes or variations in the weather that can greatly reduce visibility and/or cause collisions with other participants, manmade or natural objects, immersion in cold water, hypothermia, drowning, or suffering any type of injury or illness in areas without easy access to medical facilities, negligence on the part of other activity participants; and that some of the aforesaid risks are foreseeable, but others are not. While main risks are inherent in the nature of paddle boarding, others may result from human error and negligence on the part of persons involved.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PADDLE BOARDING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PROPERTY DAMAGE, AND LOSS, PERSONAL INJURY OR DEATH RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In signing this release I hereby agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS that I have or may have against the Township, it’s representatives, Board members, employees, volunteers, and other affiliates independent contractors, agents, successors, assigns (all of whom are hereinafter collectively referred to as “THE RELEASEES”), and to release THE RELEASEES from any and all liability for any loss, damage, expense or injury including DEATH that I may suffer, or that my next of kin may suffer resulting from my rental of paddle boards from The Township, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH RENTING PADDLE BOARDS FROM TOWNSHIP;**
- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of or personal injury to any third party, resulting from my renting paddle boards from the Township.
- 3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all expenses related to medical treatment and/or evacuation of myself in the event of an accident, injury, or illness, including but not restricted to: helicopter evacuation, air-sea rescue, search and rescue, ambulatory care, hospital care.
- 4. That I understand and agree that no medical or evacuation insurance will be provided to me, by THE RELEASEES, while renting a paddle board from the Township, furthermore, I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur. I also certify that I have sufficient liability insurance to cover bodily injury or property damage caused to a third party as a result of my participation in this activity. If I have no insurance, I certify that I am financially capable of personally paying for any and all such expenses or liabilities;**

5. This Agreement shall be effective and binding on my heirs, next of kin, executors, administrators and representatives in the event of my death, injury, or incapacity;
6. That while I recognize that **THE RELEASEES** will make reasonable efforts to minimize exposure to known risks, that I have a personal responsibility to learn and follow safety rules and procedures and to make them aware at any point in which I question my knowledge of these procedures or my ability to participate in a paddle boarding activity;
7. That I consent to receive first aid and medical treatment from emergency personnel in the event of an accident, injury, and/or illness during the course of time outlined in this agreement, and I agree to pay all costs associated with such care and transportation, and hold anyone harmless who renders aid;
8. That this Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the STATE OF MICHIGAN and no other jurisdiction, and cannot be amended unless in writing by both parties;
9. That I understand clearly that the Township is and shall be deemed to be acting for itself and as an agent on behalf of and for the benefit of the RELEASEES for the purpose set out in the above-stated clauses of this Agreement;
10. That I am of sufficient age (18 years) and mental capacity to sign this RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNIFYING RELEASE.
11. I represent that I am a capable swimmer and physically fit to carry and use a paddle board, and in the event I fall off or capsize, I am responsible for returning to shore with the rental equipment;
12. I understand Lake Callis has no lifeguards and I must wear a lifejacket at all times when I am in or around the water.
13. That Davison Township Lake Callis staff reserves the right to refuse or revoke participation for any reason at any time.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the RELEASEES with respect to the safety of paddle boarding other than what is set forth in this Agreement.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNIFYING RELEASE AGREEMENT, AND I FULLY UNDERSTAND SAME, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST DAVISON TOWNSHIP AND THE RELEASEES.

Signed this _____ day of _____, 20____

- I know how to swim I agree to wear a life jacket when I am near or on the water
- I understand Lake Callis does not have lifeguards.

Signature of Participant:	Age of Participant
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Print name clearly:

- By signing for a minor, I agree that I will observe and supervise the above minor participant at all times.

Signature of Parent or Guardian of children under age of 18

Print name clearly: