



**St. Joseph County Parks Department**  
 50651 Laurel Rd.  
 South Bend, IN 46637  
 Phone: 574-277-4828      Internet: [www.sicparks.org](http://www.sicparks.org)

**PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**  
**\*\*\*\*READ BEFORE SIGNING\*\*\*\***

**Participant Name**

\_\_\_\_\_  
**Organization/Group Name (Optional)**

\_\_\_\_\_  
**Address** **Phone Number**

\_\_\_\_\_  
**City, State ZIP** **Email**

\_\_\_\_\_  
**Driver's License State & Number** **Emergency Contact Number**

In consideration of being allowed to participate in any way in the program, related events and activities, I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant including the potential for permanent paralysis and death. \_\_\_\_\_ (initials)
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISK, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation. \_\_\_\_\_ (initials)
3. I willingly agree to comply with the terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately. \_\_\_\_\_ (initials)
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMINIFY, AND HOLD HARMLESS THE ST. JOSEPH COUNTY PARKS DEPARTMENT, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and if applicable, owners and lessors of land or premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage of property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. \_\_\_\_\_ (initials)
5. I WILL WEAR MY LIFE JACKET AT ALL TIMES while on the water and will comply with all Federal, State and Local laws. I will NOT EXCEED THE MAXIMUM CARRYING CAPACITY of the vessel (500 pounds per canoe and 300 pounds per kayak). \_\_\_\_\_ (initials)
6. I WILL PROVIDE APPROVED CHILD RESTRAINT SEATS for transport of all children under eight years of age. \_\_\_\_\_ (initials)
7. I understand that IT IS UNLAWFUL FOR ANY PERSON TO POSSESS OR BE UNDER THE INFLUENCE OF AN ALCOHOLIC BEVERAGE or controlled substance, as defined in I.C. 16-42-21-1 while operating, or a passenger in, a canoe, boat, watercraft or motor vehicle owned and operated by the St. Joseph County Park Department. The Livery will refuse service to anyone who is intoxicated with NO REFUNDS MADE. \_\_\_\_\_ (initials)
8. I hereby agree to return all equipment at the mutually agreed set time, date, location in the same condition as it was received. I also agree that the vessel will only be taken on the waters agreed to prior to the trip and that I AM RESPONSIBLE FOR LOADING AND UNLOADING ALL VESSELS. \_\_\_\_\_ (initials)
9. I agree to report all damage or lost items immediately at the end of the trip and PAY FOR THEM AT THAT TIME, plus any collection or attorney's fees that the Livery incurs through my failure to do so, according to the following schedule: \_\_\_\_\_ (initials)

Vessel damaged beyond repair, (Includes during Recovery)	\$900/\$350 kayak
Broken/Lost Thwart (Includes during Recovery)	\$60.00
Broken /Lost Seat (Includes during Recovery)	\$70.00
Hull torn or punctured (Includes during Recovery)	\$40.00 per inch
Hull crushed or wrinkled (Includes during Recovery)	\$70.00
Broken/Lost Endcap (Includes during Recovery)	\$60.00
Paddle Lost, Broken, or unreturned	\$25.00 canoe paddle/\$80.00 kayak paddle
Life jacket or cushion lost	\$25.00
Vessel recovery (when possible, convenient & safe)	\$40.00 each man hour, \$40.00 minimum
Return after 7 PM	\$7.00 per vessel per hour

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X \_\_\_\_\_  
 Participant's Signature AGE DATE

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X \_\_\_\_\_  
 Parent/Guardian Signature DATE