



## WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND AGREEMENT TO TERMS

I, the undersigned, hereby release, hold harmless, and indemnify Susquehanna Kayak and Canoe Rental (SKCR), its employees, agents, and subcontractors, from any and all liability associated with the rental and use of any kayak, canoe, paddle boat, inner tube, row boats, and boats with trolling motors, whether on rivers, creeks, tributaries, Lackawanna Lake at Lackawanna State Park, Frances Slocum Lake at Frances Slocum State Park, the Susquehanna River, or any other waterways.

**Acknowledgment of Inherent Risks:** I acknowledge that engaging in outdoor activities involves inherent hazards and risks, including serious injury and death. I am aware and willingly assume these risks, understanding that adverse weather and conditions of the mentioned water bodies can add to the inherent dangers.

**Safety Measures:** I understand and agree to abide by safety measures, including wearing a life vest at all times on the water, both on rivers, creeks, tributaries, lakes, and the Susquehanna River, as well as while swimming.

**Orientation and Introduction: The Pennsylvania Fish and Boat Commission** mandates that all participants undergo orientation concerning the laws and regulations pertaining to kayaks, canoes, and boating safety. This orientation also includes becoming familiar with the conditions of rivers, creeks, tributaries, state park lakes, and other waterways. I acknowledge that I have received instructions on entry and exiting procedures, paddling techniques, proper body positioning, and the importance of remaining vigilant regarding surroundings, including rocks, trees, rapids, motorboats, and other potential impediments. This comprehensive orientation is designed to provide participants with essential information about the diverse water bodies they may encounter during their trip. It aims to enhance awareness and safety, ensuring an enjoyable experience in various outdoor settings. ***By placing my initials here, I confirm that I have received and comprehended this orientation.***

INITIAL HERE: \_\_\_\_\_

**Liability and Consent:** I agree to sign a liability and consent form before embarking on any trip with SKCR. If I am under 18, my parent or guardian will provide their signature on the form. **Disclaimer:** I acknowledge that SKCR does not assume liability for personal injuries, death, or loss/damage to personal property (either rented or items left behind in vehicles or RV's), during the rental period.

**Inner Tube Disclaimer:** I acknowledge that it is unlawful to launch or retrieve swimming aids, such as inner tubes and similar devices, from access areas managed by the Pennsylvania Fish and Boat Commission. I agree not to launch or retrieve inner tubes from state ramps and will adhere to all relevant regulations.

**Park Closure and Return:** If I am using a watercraft at Lackawanna State Park or Frances Slocum State Park I commit to ensuring that I am off the water, returning the rented craft, and leaving the specified locations before the parks close, typically before sunset.

**Sobriety, Personal Safety & Ability to Swim:** I agree not to operate any watercraft under the influence of alcohol or drugs, and I will always wear a personal flotation device when required and recommended. I confirm that I am able to swim and am in the appropriate physical condition to operate a watercraft.

**Equipment Care and Responsibility:** I will return all equipment to SKCR in the condition I received it, except for normal wear and tear. I understand that all equipment provided is in adequate condition for its intended purpose.

**Late Return and Additional Fees:** I acknowledge that all rented equipment must be returned within a reasonable period. Failure to do so may result in late fees or additional rental fees, at the discretion of SKCR.

**Loss of Personal Property:** I understand that SKCR is not responsible for the damage or loss of any personal property that may occur during the rental period.

*By signing this waiver, I affirm that I have read and understood its contents, including the safety measures, acknowledgment of risks, orientation and introduction, liability and consent, disclaimer, waterway conditions, park closure and return policy, sobriety and personal safety, equipment care and responsibility, late return and additional fees, loss of personal property, and watercraft-specific information. I voluntarily agree to the terms outlined herein, assuming full responsibility for my safety and the safety of any minors under my care during the rental period with Susquehanna Kayak and Canoe Rental.*

Today's Date: \_\_\_\_\_ PRINT NAME of Participant: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Paddler's DIRECT Phone #: \_\_\_\_\_

*Please sign above if you are the participant.*

Birthdate of Participant: \_\_\_\_\_ If Under 18.... Signature of Guardian: \_\_\_\_\_

Driver's License Information: ID Number: \_\_\_\_\_ State: \_\_\_\_\_