



# 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, bicycle, or inner tube**, 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, and from the rental and use of any bicycle on roads, trails, park grounds, or other locations provided by SKCR.**

### 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. I further acknowledge that bicycling, whether on roads, trails, or any terrain, **similarly presents risks**, including falls, collisions, or encounters with vehicles and other obstacles.

### Safety Measures

I understand and agree to abide by **safety measures**, including:

- ✓ **Life Jackets:** Must be worn at all times while in a watercraft.
- PA law requires children 12 and under to wear a U.S. Coast Guard-approved life jacket at all times.**
- ✓ **Bicycle Helmets:** Strongly encouraged and **legally required in Pennsylvania for minors under 12 years old.**
- ✓ **Sobriety:** I will **NOT** operate any watercraft or bicycle under the influence of ANY TYPE of alcohol or drugs.
- ✓ **General Caution:** I will remain **aware of my surroundings**, avoid **obstacles and hazards**, and **exercise good judgment at ALL times.**

### 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.

### 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.

### Bicycle Rental & Safety

If renting or operating a bicycle from SKCR, I agree to:

- ✓ Observe all **local traffic laws, park regulations, and posted signs.**
- ✓ Acknowledge that I am in **adequate physical condition** to ride.
- ✓ Operate the bicycle in a **safe and responsible manner.**
- ✓ **Exercise caution around pedestrians, vehicles, and other obstacles.**
- ✓ Return the bicycle in the same condition (normal wear and tear excepted) and **report any damage or mechanical issues immediately.**

### Park Closure & Return Policy

If using rental at **Lackawanna State Park or Frances Slocum State Park**, I will:

- ✓ **Be off the water and return the rental before park closure** (typically before sunset).
- ✓ If using a bicycle at these or any SKCR-designated areas, I will **return the bicycle before park closure** and follow all posted rules.

### Equipment Care and Responsibility

- ✓ I will **return all equipment** in the condition I received it, **except for normal wear and tear.**
- ✓ I understand that **all equipment provided is in proper condition for its intended use.**
- ✓ I accept **full financial responsibility** for **damage, loss, or misuse** of rental equipment.

### Late Return and Additional Fees

- ✓ All rented equipment **must be returned within the agreed-upon period.**
- ✓ Failure to return on time may result in **late fees or additional rental charges at SKCR's discretion.**

### Loss of Personal Property

✓ **SKCR is not responsible for loss, theft, or damage to personal property**, including items left in vehicles, brought on watercraft, or lost during activities.

### 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. By signing this waiver, I confirm that I have read, understand, and voluntarily accept the risks and terms outlined. I acknowledge that I am fully responsible for my safety and the safety of any minors under my care during my rental with Susquehanna Kayak and Canoe Rental (SKCR).**

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

Signature of Participant: \_\_\_\_\_

*Please sign above if you are the participant*

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

### Driver's License Information:

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