

**A COWBOY TOWN, LLC**  
**Canoe Agreement and Liability Release Form**  
**For Individuals**

**This form must be completed by and for each participant.**

**A COWBOY TOWN**  
**STABLE NAME, here after known as "THIS STABLE"**  
**Location: 3667 Knight Drive, Whites Creek, TN 37218**

**PLEASE READ CAREFULLY BEFORE SIGNING**  
**SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATING IN THIS ACTIVITY.**  
**THIS STABLE DOES NOT GUARANTEE YOUR SAFETY.**

- A. REGISTRATION OF RIDERS AND AGREEMENTS PURPOSE – in consideration of the payment of fee and signing of this agreement, I, the following listed individual, and the parent or legal guardian thereof if minor, do hereby agree to hire from THIS STABLE a canoe, life jacket and equipment, for the purpose of canoeing today and on all future dates:

RIDER NAME	AGE (If under 21)	WEIGHT (OVER 240 LBS)	CANOEING EXPERIENCE
		___ YES ___ NO	___ Beginner (Under 10 hours)
		___ YES ___ NO	___ Over 10 hours

WRITE INITIALS BELOW AFTER READING EACH SECTION. PARENTS OR GUARDIANS MUST ALSO INITIAL.

- \_\_\_ B **AGREEMENT SCOPE AND TERRITORY AND DEFINATIONS** – This agreement shall be legally binding upon me the registered rider, and the parent or legal guardian thereof if a minor, my heirs, estate, assign, including all minor children, and personal representative; and it shall be interpreted according to the laws of the state and county of THIS STABLE'S physical location. Any dispute by the rider shall be litigated in the venue shall be the county in which this stable is physically located. If any clause, phrase or word is in conflict with state law, then the single part is null and void. The term CANOE herein shall refer to all boats on the property. The term CANOEING herein shall refer to riding or otherwise handling of the canoes. The terms I, ME/ MY shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.

- \_\_\_ C **ACTIVITY RISK CLASSIFICATION** - I UNDERSTAND THAT: Canoeing is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and nonobvious inherent risk always present in such activity despite all safety precautions. Individuals should be able to swim, and float. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. I/WE further understand that applicant may be participating in a "WILDERNESS EXPERIENCE" and that the meaning of this term is defined as follows: THE PURSUIT OF ADVENTURE TYPE ACTIVITY IN A WILD, RUGGED AND UNCULTIVATED AREA OR REGION, AS OF FOREST and/or HILLS and/or MOUNTAINS and/or PLAINS and/or WETLAND, WHICH WOULD LIKELY BE UNINHABITED BY PEOPLE AND INHABITED BY WILD ANIMALS OF MANY TYPES AND SPECIES TO INCLUDE BUT NOT LIMITED TO, MAMMALS, REPTILES, AND INSECTS, WHICH ARE NOT TAME, MAY BE SAVAGE AND UNPREDICTABLE IN NATURE AND ALSO WANDERING AT THEIR WILL.

- \_\_\_ D **RIDERS RESPONSIBILITY** - I UNDERSTAND THAT: Upon boarding the canoe and taking up the oars the rider is in primary control of the canoe. The rider's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the canoe. The rider and passenger should not stand, move suddenly, jump from the canoe, or undertake any sudden movement that could destabilize the canoe. I agree that the rider shall be responsible for his/her own safety, and that of an unborn child if the rider is pregnant, aboard the canoe. THIS STABLE advises pregnant women not to ride canoes, unless permission is given under advice of her physician.

- \_\_\_ E **CONDITIONS OF NATURE** - I UNDERSTAND THAT: **THIS STABLE** is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a person, cause it to fall, or react in some other unsafe way. **SOME EXAMPLES ARE:** Thunder, Lightning, rain, wind, water, wild and domestic animals, insects, reptiles, which may walk, run, or fly near or bite or sting a canoeer or person, and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

- \_\_\_ F **CARRY-ON OBJECTS AND SHARP NOISES** – I UNDERSTAND THAT: Riders must not carry loose items on rides which may fall, blow away, flap in the wind, bounce. **SOME EXAMPLES ARE:** hats not securely fastened under chin, toys, purses. Riders must not make sharp, loud noises, such as screaming or yelling.

- \_\_\_ G **LIFE JACKETS** : All canoeers must wear life jackets at all times during the canoe ride. This STABLE, while trying to insure the safety of all canoeers, cannot be responsible for people who canoe and do not swim. There are no life guards on duty at the lake.

\_\_\_ H **ACCIDENTAL / MEDICAL INSURANCE** - I AGREE THAT: Should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for **ALL** such incurred expenses. My accident/medical insurance company is \_\_\_\_\_ and my policy number is \_\_\_\_\_.

\_\_\_ I Liability Release: I AGREE THAT: In consideration of **THIS STABLE** allowing my participation in this activity, under the terms set forth herein, I, the rider, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, member, owners of premises and lake, affiliated organizations, insurers, and others acting on its behalf (hereinafter, collectively referred to as "**ASSOCIATES**"), do hereby release **THIS STABLE** of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated due to **THIS STABLE'S** gross negligence and will full and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against **THIS STABLE** and **ITS ASSOCIATES** as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child and/or legal ward in relation to the premises and operations of **THIS STABLE** to include while riding, handling or otherwise being near canoes owned by or in the care, custody, and control of **THIS STABLE**, whether on or off the premises of **THIS STABLE**.

**All Riders and Parents or Legal Guardians must sign below after reading this entire document.**

**SIGNER STATEMENT OF AWARENESS**  
I/WE THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AN ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT'S PHYSICAL CONDITIONS, EXPERIENCE, AND AGE ARE TRUE AND ACCURATE.

\_\_\_\_\_  
Signature of Rider (parent or guardian if minor) \_\_\_\_\_  
Date

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State \_\_\_\_\_  
Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

If you don't mind, may we ask how you heard about us?

\_\_\_ Long time customer  
\_\_\_ Yellow pages Internet Search Engine \_\_\_ Yahoo \_\_\_ MSN \_\_\_ Google \_\_\_ Other  
\_\_\_ Brochure in hotel Link from another Website \_\_\_\_\_  
\_\_\_ TV Ad \_\_\_ Friend  
\_\_\_ Stories in paper  
Other \_\_\_\_\_