

Vehicle Make & Model: _____

License Plate # : _____

Arrival Time: _____

PARTICIPANT RELEASE OF LIABILITY and ASSUMPTION OF RISK

As a condition of my admission on to the premises and my participation in the Activities (as defined below),

I, _____, undersigned (the "Participant"), hereby irrevocably & unconditionally waive and release & hold harmless from liability Big Dog's on the River, LLC, Stephens Limousine Service, Inc., and their owners, members, shareholders, officers, lessors, tenants, employees, contractors, and agents, in both their individual capacities and in their capacities as owners, members, shareholders, officers, employees, contractors, and agents of Big Dog's on the River, LLC and/or Stephens Limousine Service, Inc. (the "Releasees") related to my participation in the Activities (as defined below), and further expressly acknowledge and agree as follows:

- 1. **Activities:** Big Dogs on the River, LLC offers kayaking, canoeing, swimming, and other water-related activities, as well as camping, hiking, and other land-based activities (the "Activities") centered around a portion of the Middle Oconee River located in Athens-Clarke County, Georgia traversing property owned or controlled by the Releasees.
- 2. **Assumption of the Risk:** I understand that there is substantial risk of injury related to participating in the activities, including the risk of death, drowning, paralysis, disability, or serious injury. I expressly assume the risk of such injury while participating in the Activities or while I am otherwise present on the premises.
- 3. **COVID-19:** I understand and am aware of the risk of contacting COVID-19 while participating in the Activities and while on the premises, including the risk of contracting the same from Releasees or from other participants, customers, invitees, or other persons at the premises.
- 4. **Fitness:** I hereby certify that I am physically fit to participate in the Activities, that I am not under the influence of any drugs or alcohol that would influence my ability to understand the terms of this release or my assumption of the risk of participating in the Activities, and that I will not consume alcohol or other drugs that would impair my ability to safely participate in the Activities.
- 5. **Release:** I, on behalf of myself and on behalf my heirs, assigns, personal representatives, and next of kin, forever release, indemnify, and hold harmless the Releasees from any and all claims, demands, losses, and liability arising out of any injury, disability, or death I may suffer, or loss or damage to person or property, whether arising from the negligence of Releasees or otherwise, to the fullest extent permitted by law.
- 6. **Equipment:** I understand and acknowledge that loss of or damage to property belonging to Big Dog's on the River, LLC while such property is in my possession or control and until its return to Big Dog's on the River, LLC is my responsibility, and expressly agree to the following schedule of replacement costs for such equipment: (i) Kayak: \$400.00; (ii) Paddle: \$50.00 (iii) Life Jacket: \$25.00

I HAVE READ AND UNDERSTOOD THE FOREGOING RELEASE OF LIABILITY AND ASSUMPTION OF THE RISK AGREEMENT AND UNDERSTAND THAT BY SIGNING BELOW, I AM GIVING UP SUBSTANTIAL RIGHTS. I AM SIGNING THE RELEASE OF LIABILITY AND ASSUMPTION OF THE RISK AGREEMENT FREELY AND VOLUNTARILY AND WITHOUT ANY INDUCEMENT.

Participant's Signature Date

Date of Birth Cell Phone # Email

EMERGENCY CONTACT:

Name Phone #

I, _____, undersigned, am the parent or legal guardian of the above-signed minor child, and have the authority to execute this agreement in my capacity as the same and as the legal representative of the above-named minor child. By signing below, I hereby consent to and agree to his/her release as provided above of Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless Releasees from any and all liability arising from the minor child's involvement or participation in the Activities as provided above, even if arising from the negligence of the Releasees, to the fullest extent allowed by law.

Parent/Legal Guardian Signature Date