PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

**READ BEFORE SIGNING**

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

1. I am required to wear the provided bicycle helmet at all times while riding a rented bicycle. It is strongly recommended that I wear the provided helmet while using a rented kayak or canoe.

2. I am responsible for damage or loss of the equipment I have rented. If the equipment is damaged my credit card will be charged for the cost of repairs, with labor being performed at the normal labor rate. If the equipment is lost, stolen, destroyed, or damaged beyond repair in the judgment of Shepherdstown Pedal & Paddle, my credit card will be charged for the full retail value of the equipment.

3. The risk of injury from the activities involved in this rental program is significant, including the potential for permanent paralysis and death.

4. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.

5. I willingly agree to comply with 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.

6. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Shepherdstown Pedal & Paddle, LLC, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and if applicable, owners and lessors of premises used to rent this equipment (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 to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

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.

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 with 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 rental programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

NAME ___________________________________________

SIGNATURE ______________________________________

GUARDIAN SIGNATURE ____________________________