

**If under eighteen years of age, a parent, guardian, or custodian  
must sign the following waiver, release and indemnification agreement:**

## **WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT**

In consideration for \_\_\_\_\_, a minor less than eighteen years old, being permitted by Lay Z Day Canoes and Camping, LLC, to participate in the activities of floating or operation of canoes, rafts, intertubes, or any other floating devices or objects, or swimming, wading, or camping, or any other activities for which said minor is being permitted to engage in by Lay Z Days Canoes and Camping, LLC, I agree to the following waiver, release and indemnification:

I, \_\_\_\_\_, am the parent, guardian, or custodian of the above-named minor.

I acknowledge that the activities described above have inherent risks, hazards and dangers for any participant, including the above-named minor, and that these risks, hazards and dangers can not be eliminated, particularly where such activities take place in an uncontrollable natural and wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE, BUT ARE NOT LIMITED TO:

1. The risk of drowning.
2. The risk of injury, serious injury, paralysis or death, or damage to property, from striking immovable and floating objects while in a canoe, raft, tube, or while swimming, wading or floating.
3. The risk of injury, serious injury, paralysis or death, or damage to property, from being struck by floating objects while in a canoe, raft, tube or while swimming, wading or floating.
4. The risk of injury, serious injury, paralysis or death, or damage to property, from encounters with wildlife, animals and the natural environment.
5. The risk of injury, serious injury, paralysis or death, or damage to property, from other persons, whether they be invited or trespassers, who may be found in or around the river and campground area.
6. The risk of injury, serious injury, paralysis or death, or damage to property, arising from inclement weather conditions, including, rain, floods and lightning.

I, for myself, and on behalf of said minor, hereby agree, stipulate and covenant to INDEMNIFY, SAVE AND HOLD HARMLESS, AND FOREVER DEFEND LAY Z DAY CANOES AND CAMPING, LLC, ITS MEMBERS, MANAGERS, OWNERS, AGENTS, EMPLOYEES AND VOLUNTEERS, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, LIABILITIES, SUITS, EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND COURT COSTS) WHICH ARE RELATED TO, ARISE FROM OR OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PARTICIPATION BY THE ABOVE-NAMED MINOR IN THE ACTIVITIES DESCRIBED ABOVE, including, but not limited to, negligence of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any

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damage, loss, injury, paralysis, or death to said minor or the property of said minor as a result of the minor's participation in these activities or as a result of the minor's use of the services, equipment or resources of Lay Z Day Canoes and Camping, LLC, whether such damage, loss, injury, paralysis, or death results from the negligent acts or omissions of Lay Z Day Canoes and Camping, LLC, its Members, Managers, owners, agents, employees or others acting on its behalf, or from some other cause.

I, for myself, and on behalf of said minor, further agree not to sue or institute any legal action or claim against Lay Z Day Canoes and Camping, LLC, its Members, Managers, owners, agents, employees or others acting on its behalf as a result of any injury, paralysis, or death suffered by said minor in connection with the use of the services, equipment or resources of Lay Z Day Canoes and Camping, LLC, or in connection with the minor's participation in the activities described herein.

I HAVE CAREFULLY READ AND I CLEARLY UNDERSTAND THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT. I VOLUNTARILY SIGN THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT.

\_\_\_\_\_  
Signature of Parent, Guardian or  
Custodian

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature and Printed Name

\_\_\_\_\_  
Mailing Address (Street/PO Box)

\_\_\_\_\_  
Address of Witness (Street/PO Box/City/  
State/Zip Code)

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Date Witnessed

\_\_\_\_\_  
Telephone Number