

PASSENGER ACKNOWLEDGEMENT OF RISK FOR HAULING SERVICES

THIS IS AN ACKNOWLEDGEMENT OF RISK – PLEASE READ IT COMPLETELY

This simple agreement is made between LESS FERRY ANGLERS LTD (LFA) dba Kayak Horseshoe Bend (KHSB), a holder of a Commercial Use License issued by the National Park Service (“NPS”), and the passenger (“PASSENGER”).

In consideration of the services of LFA/KHSB its officers, agents, employees, and all other persons or entities associated with those businesses, the PASSENGER agrees to ALL OF THE FOLLOWING:

1. Although LFA/KHSB has taken all reasonable steps to provide the PASSENGER with appropriate and safe equipment and skilled guides so that the PASSENGER can enjoy this activity, LFA/KHSB has informed the PASSENGER that this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to the PASSENGER, their equipment, accidental injury or illness; or, in extreme cases, permanent trauma or death. LFA/KHSB does not wish to frighten the PASSENGER or reduce their enthusiasm for this activity, but believes it is imperative for the PASSENGER to know in advance what to expect and to be informed of the inherent risks. The following describes some – but not all – of those risks. • Drowning, slips, trips, falls, heat exhaustion, heat stress, hypothermia, sunburn, dehydration, sprains and strains, falling rocks, broken bones, cuts and lacerations, trauma from striking objects, submersion, vehicle and boat accidents, any other environmental injury.
2. The PASSENGER is aware that up-river hauling entails risk of injury or death to any participant. The PASSENGER understands the above list of inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. The PASSENGER agrees to assume and accept full responsibility for the inherent risks identified herein, as well as those inherent risks not specifically identified. The PASSENGER’s participation in this activity is purely voluntary – no one is forcing the PASSENGER to participate, and the PASSENGER elects to participate in spite of and with full knowledge of the inherent risks.
3. The PASSENGER acknowledges that engaging in this activity may require a degree of skill and knowledge different than other activities and the PASSENGER has responsibilities as a participant. The PASSENGER acknowledges LFA/KHSB has fully explained the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity. The PASSENGER certifies that they are FULLY CAPABLE of participating in this activity. Therefore, the PASSENGER accepts FULL RESPONSIBILITY for their self, including any minor children in their care, custody, and control, for any bodily injury, death, or loss of personal property and expenses as a result of those inherent risks and dangers identified herein, as well as those inherent risks and dangers not specifically identified herein, and also anything that may arise as a result of the PASSENGER’s negligence in participating in this activity. Passenger is also responsible for their boats and equipment.
4. The PASSENGER agrees to wear a USCG Approved Personal Flotation Device (PFD) at all times while operating any kayak, canoe, raft, or any motorized or non-motorized vessel while on the Colorado River.
5. All care will be taken to handle and protect all property of the PASSENGER, but PASSENGER agrees to hold harmless LFA/KHSB for all harm or damage to PASSENGERS personal property and equipment.
6. The PASSENGER has CAREFULLY READ, CLEARLY UNDERSTOOD, and ACCEPTS the information and terms and conditions stated herein and acknowledges that this agreement shall be effective and binding upon themselves, their heirs, assigns, personal representatives, and estates, and for all members of their family, including any minor children.

Signed _____ -Date _____

