

# WAIVER AND RELEASE

In consideration of permitting my child, \_\_\_\_\_ to participate in the rental and/or usage of Up the Creek Rentals kayak(s), and/or bicycle(s) and/or fishing pole(s); hereinafter refer to as Rental Equipment, agree to the following Waiver and Release: I for myself, my heirs, personal representatives or assigns, executors and subrogates, **do hereby release, waive, discharge, and covenant not to sue**, Up the Creek Rentals, its officers, employees, and agents for liability **from any and all claims including negligence of Up the Creek Rentals, its officers, employees, and agents** resulting in **personal injury, accidents, illness, and property loss arising from but not limited to the rental/use of Rental Equipment.**

My signature below certifies the child using the Rental Equipment has the **PHYSICAL, INTELLECTUAL, EMOTIONAL, AND ATHLETIC CAPIBILITIES** to operate Rental Equipment .

Further, I \_\_\_\_\_ **assume ALL responsibility & risk associated with NON-ADULT SUPERVISED ACTIVITY.** I am wholly aware the risks include the possibility of catastrophic injuries, **DROWNING OR DEATH** when **NO ADULT SUPERVISION** is provided to **CHILDREN** during the usage of Rental Equipment.

I understand **Up the Creek Rentals DISAVOWS ANY AND ALL RESPONSIBILITY for my child IN ANY FORM WHATSOEVER.**

**I know, understand , and appreciate the risks and responsibilities stated in the previous paragraph.**

I hereby assert my child's participation is voluntary. I acknowledge the Rental Equipment is under my due care until proper return is made to Up the Creek Rentals. **COMPENSATION FOR ANY AND ALL DAMAGES WILL BE PAID** to Up the Creek Rentals **PRIOR TO LEAVING THE PREMISES.**

I \_\_\_\_\_ **KNOWINGLY ASSUME ALL RISKS FOR MY CHILD** \_\_\_\_\_  
**BOTH ON SITE AND OFF SITE.**

I agree to INDEMNIFY AND HOLD Up the Creek Rentals HARMLESS from any and all claims, actions, suits, procedures, costs, expenses,damages, and liabilities, including attorney's fees brought as a result of my child's involvement in the rental/usage of Rental Equipment and to reimburse Up the Creek Rentals for any such expenses. It is also agreed that Charles County, Maryland shall have exclusive jurisdiction for all contests and resolutions regarding any and all clauses contained in this waiver.

I have **read this document**, fully understand its terms and understand I am **GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE.** I acknowledge I am signing the agreement freely & voluntarily, and intend my signature to be a **complete and unconditional release of all liability.**

\_\_\_\_\_  
Print Name of Parent

\_\_\_\_\_  
emergency telephone number

\_\_\_\_\_  
Signature of Parent

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

\_\_\_\_\_  
Print Name & AGE of Minor

**Limited to:** \_\_\_\_\_  
(List Equipment)

**Unlimited:** \_\_\_\_\_  
(Parents Signature)

**Must be signed by parent or legal guardian in presence of Up the Creek staff member.**