

Rustic River Resort

Tazewell, Tennessee

Date: _____ Phone: _____ Email: _____

Name: _____
Print Name Address

Rules, Regulations and Waiver of Liability Agreement

Please read carefully. This is a release of liability and waiver of legal rights.

1. I acknowledge that use of kayaks and tubes are hazardous and involves a great risk of physical injury or death. I assume all risks associated with the activity including, but not limited to, varying water conditions, obstacles (natural, manmade objects, weather conditions and varying depths & currents), and/or other vessels. I acknowledge that use of kayak/tube may involve serious personal injury or even death. I hereby recognize and assume those risks.
2. In consideration of the rental of a kayak/tube from Shelly Belles (SB), I agree to release and hold harmless SB, its subsidiaries, affiliates, respective agents, directors, officers, owners, contractors, and employees (collectively "the Released Parties") from any and all claims I might have as a result of the activity, including those claims based on negligence or breach of warranty. Additionally, I agree to indemnify the Released Parties for any and all claims whatsoever brought by a third party for any damage which I may cause or which any other person may cause while engaged in the activity.
3. I agree to return the rental equipment in the same condition as I received it. Normal wear and tear accepted. I understand and agree that I am responsible for any rental equipment provided. I acknowledge that SB employees have advised me the use of a personal floatation device/jacket (PFD) is mandatory.
4. If I am signing this liability release on behalf of a minor, less than 18 years of age (child), I represent that I am the parent and/or legal guardian of the child; I accept responsibility for all the child's medical expenses incurred in connection with the activity; I agree to indemnify the Released Parties for any and all claims brought by the child; and I agree to indemnify the Released Parties for any and all claims brought by third party arising in connection with the child.
5. I agree that if any portion of this release is found invalid or unenforceable, the remaining provisions will be fully enforceable to the fullest extent allowed by law, including any claims for personal injury and/or death will be governed by the laws of the state of and exclusive jurisdiction thereof will be in the state court residing in the county where the alleged tort occurred or federal court of the State of TN.

As a condition of my participation, I further agree, represent, and warrant to Shelly Belles that:

- I have sufficient physical strength, endurance and experience to enable me to participate.
- I do not have any health problems or medical conditions that might preclude my participation.
- I will follow instructions given to me by the people conducting the activity, including wearing a PFD.
- I also know that the activity could be dangerous, and I will take appropriate precautions to minimize the possibility of injury to others and myself.

Please sign (per party – please list child's name and have guardian initial):

X _____
Signature

X _____
Signature

X _____
Signature

X _____
Signature

X _____
Signature

X _____
Signature

X _____
Signature

X _____
Signature

X _____
Signature

X _____
Signature