

Smoking Rivers

-Jason Cross & Assocs.-

www.smokingrivers.com

www.canoetheworld.com

www.facebook.com/smokingrivers

PO Box 491

Hampden, ME 04444

(303) 725-2533

RELEASE AGREEMENT

1. Although SMOKING RIVERS, L.L.C./JASON CROSS & ASSOCS. d/b/a SMOKING RIVERS has taken reasonable steps to provide you with safe and well maintained equipment, we wish to remind you this activity is not without certain known and unknown risks. The same elements that contribute to the unique character of activity can be causes of loss or damage to equipment, accidental injury to participants, illness, or in extreme cases, permanent injury or death. We do not want to frighten you or reduce your enthusiasm, but we do think it is important for you 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:

I acknowledge that canoeing on rivers and other waterways entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. Whitewater rapids or wave/wind action on lakes may be encountered. Canoes can capsize and/or swamp; you could be "washed" out of the boat. You can slip or fall during a hike, resulting in damage to equipment or personal injury. Accidents can occur getting in and out of the canoe. Canoes are slippery when wet. Exposure to the natural elements can be uncomfortable, and/or harmful. You should be aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps. Also prolonged exposure to cold water can result in hypothermia and in extreme cases death. Accidental drowning is also a possibility. The staff of Smoking Rivers does their best to promote safety but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions and the equipment being used might malfunction. I further understand that the use and proper wearing of Personal Flotation Device (PFD's) at all times is REQUIRED.

2. I understand and acknowledge the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated may also result in bodily injury, death, illness, or damage to myself, to my property or to others. I expressly accept those risks not specifically listed above as well. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.

3. I agree to hold harmless and indemnify SMOKING RIVERS, L.L.C./JASON CROSS & ASSOCS. d/b/a SMOKING RIVERS, its owners, officers, agents and employees for all losses, damages, defense costs, attorney's fees, and any other costs incurred in connection with claims for bodily injury or property damage related to the use of this equipment, except for reasonable wear and tear, which I may acquire or which I may negligently or intentionally cause to others.



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4. I hereby voluntarily release and forever discharge SMOKING RIVERS L.L.C./JASON CROSS & ASSOCS. d/b/a SMOKING RIVERS from any and all liability, claims, demands, attorney fees, actions or rights of actions, which are related to, arise out of, or are in any way connected with my participation in this activity and with the installation, maintenance, selection, adjustment and/or use of this equipment including specifically but not limited to the negligent acts or omissions of SMOKING RIVERS L.L.C./JASON CROSS & ASSOCS. d/b/a SMOKING RIVERS, for any and all bodily injury, death, illness, or damage to myself or to my property.

5. I have made no misrepresentations to SMOKING RIVERS L.L.C./JASON CROSS & ASSOCS. d/b/a SMOKING RIVERS regarding my height, weight, age, physical condition, experience or skill.

6. This agreement shall be governed in all aspects by the laws of the State of Maine.

7. Should it become necessary for SMOKING RIVERS L.L.C./JASON CROSS & ASSOCS. d/b/a SMOKING RIVERS, or someone on SMOKING RIVERS L.L.C./JASON CROSS & ASSOCS. d/b/a SMOKING RIVERS behalf to incur attorney's fees and costs regarding my participation in this activity, I agree to pay SMOKING RIVERS L.L.C./JASON CROSS & ASSOCS. d/b/a SMOKING RIVERS reasonable costs and attorney's fees if SMOKING RIVERS L.L.C./JASON CROSS & ASSOCS. d/b/a SMOKING RIVERS is not held liable for my injuries or damages.

I, the undersigned, have carefully read, agreed to, and understand the release agreement above.

Date _____

Signature _____ Address _____

Signature of Parent or Guardian if under 18 _____

Signature _____ Address _____



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1. I agree to accept for use as is the equipment listed on this form and accept full responsibility for the care of the equipment while it is in my possession.
 2. I agree to pay the full retail value of any equipment rented under this form that I do not return. I agree to pay extra rental fees for any equipment returned late. (*Wrap: \$100-\$250; Loss: \$300-\$600*)
 3. I have read the release agreement which releases SMOKING RIVERS L.L.C./JASON CROSS & ASSOCS. d/b/a SMOKING RIVERS from liability. I voluntarily agree to the terms of this release agreement.

Date _____ Signature _____

Phone Contact _____ Printed Name _____

Contact's Name _____

Address _____

Personal Identification: _____

Vehicle Identification: _____



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PLEASE NOTE

SMOKING RIVERS L.L.C./JASON CROSS & ASSOCS. d/b/a SMOKING RIVERS, in conformance with the dictates of its liability insurance coverage, as well as the accepted safety standards of the professional whitewater guiding industry, requires that all participants wear Personal Flotation Devices (e.g. "life vests") at ALL times on the water. SMOKING RIVERS L.L.C./JASON CROSS & ASSOCS. d/b/a SMOKING RIVERS regulations also prohibit the consumption of alcoholic beverages while on water. By signing below the participant acknowledges these specific company policies and agrees to abide by them.

I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume – and bear the cost of – all risks that may be created, directly, or indirectly, by any such conditions, including evacuation.

Signature

PHOTO RELEASE (OPTIONAL)

Pictures taken on our trips may be published in books, magazines, or other publications, either for editorial purposes, as elements in the continuing campaign to save our wild places, or in conjunction with promotional purposes. If you have no objection, please sign this release. Thanks.

Image Release: I hereby grant and convey to Jason Cross and its administrators, affiliates, licensees, successors or assigns, all right, title, and interest in and to any photographs bearing my likeness, which may be taken of me by Jason Cross or representatives of SMOKING RIVERS L.L.C./JASON CROSS & ASSOCS. d/b/a SMOKING RIVERS the right to use such likeness for any legitimate and lawful purposes.

Date

Signature



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CANCELLATIONS & REFUNDS

Unless otherwise specified, a deposit of one-third is required to reserve time and equipment.

0-59 days prior to the trip- deposit non-refundable

60-89 days- 35% deposit refundable

90 days or more- 75% refundable

Trip balances are due in our office 21 days prior to trip departure (non-refundable).

SMOKING RIVERS L.L.C./JASON CROSS & ASSOCS. d/b/a SMOKING RIVERS reserves the right to cancel any trip, with full refund, due to forces of nature beyond our control, or in the event that less than the required number of clients have signed up for a particular trip. (*In the latter case we may offer participants the option of paying a surcharge to take the trip.*)

Refunds may not be payable due to acts of declared or undeclared war and/or terrorism.

Trip “no shows”, or those leaving a trip early on their own accord will not receive a refund of either deposit or balance of payment.

