

Agreement, Waiver and Release of Liability for the use of Canoes, Kayaks, Paddleboards, and Related Watersports Equipment

This is a Boat (Canoe/Kayak/SUP) and Equipment Use Agreement between "MAINE HUTS & TRAILS," and the undersigned, herein called, "USER." This agreement also constitutes a Waiver and Release of Liability, whereby the USER agrees to release, discharge, hold harmless, defend and indemnify MAINE HUTS & TRAILS and its employees, subcontractors and agents from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or any other claim which may arise out of USER's use of Boats or Equipment, premises or facilities or USER's participation in paddle sports activities.

By signing this document, USER acknowledges that he/she specifically understands he/she is releasing, discharging and waiving any claims or actions that he/she may have at the present time, or in the future, for the negligent acts, omissions or other conduct by the employees, subcontractors or agents of MAINE HUTS & TRAILS.

1. USER shall obey all applicable state, federal, and local regulations, laws, ordinances, and lawful directives from appropriate emergency or law enforcement personnel, while using Boats or Equipment from MAINE HUTS & TRAILS. USER is solely responsible for any citation or violation occurring during the use of, or as the result of using, Boats or Equipment from MAINE HUTS & TRAILS. USER agrees not to disturb wildlife while using Boats or Equipment from MAINE HUTS & TRAILS.
2. USER represents that he/she is capable of safely operating and handling the Equipment and finds it in good working order, condition, and repair. USER acknowledges that he/she is responsible for carrying all Boats and Equipment to and from the put-in. USER represents that he/she has adequate skills, knowledge and experience to safely complete the planned activity and that adequate preparations have been made to ensure safe completion of trip.
3. USER shall bear all risk and responsibility of and for any and all damage, loss or theft of the Boats and/or Equipment, or any portions thereof, including, but not limited to vandalism or theft, and shall pay MAINE HUTS & TRAILS the full cost of repair or replacement.
4. USER shall return Boats and Equipment in the condition in which they were received. Upon return, USER must rack Boats (emptying out all water and trash) and store Equipment properly. Minimum charges for repairs, labor, and cleaning will be applied in the event that Boats or Equipment require repair or excessive cleaning. USER agrees to use all Boats and Equipment for its designed purpose only.
5. **RECOGNITION OF RISK:** USER expressly acknowledges that activities associated with the use of Boats and Equipment involves inherent risks of injury to persons and property. **USER IS AWARE OF THOSE RISKS AND UNDERSTANDS THEM.** USER acknowledges that Safety Equipment (e.g. Personal Floatation Devices/Life Jackets) are made available and that **ALL USERS ARE REQUIRED TO USE SUCH SAFETY EQUIPMENT AT ALL TIMES WHILE USING BOATS AND EQUIPMENT.** USER understands that use of such Safety Equipment does not remove all risks of injury; nor does it make paddle activities safe. USER alone has determined the sufficiency of any safety gear or other precautions that USER decides to take in order to minimize the risks of the activity. No party related to MAINE HUTS & TRAILS, including employees, subcontractors and agents, has made any representations regarding the safety of, or the risks of, such activities. **USER EXPRESSLY ASSUMES THE RISKS OF THE ACTIVITY.**
6. **RELEASE OF LIABILITY:** USER hereby RELEASES MAINE HUTS & TRAILS, its employees, subcontractors and agents from liability for negligence and HOLDS HARMLESS MAINE HUTS & TRAILS, its employees, subcontractors and agents from any loss, expense or cost, including attorney fees, arising out of any damages or injuries, whether to persons or property, occurring as a result of the use of said Boats or Equipment.

This agreement constitutes the entire agreement between MAINE HUTS & TRAILS and USER with regard to the use of Boats and/or Equipment and no term may be waived or modified (including provision against oral modification) except in writing signed by both parties. There are no warranties, expressed or implied, by MAINE HUTS & TRAILS to USER, except as contained herein, and MAINE HUTS & TRAILS shall not be liable for any loss or injury to USER nor to anyone else, of any kind or however caused. This agreement is one of bailment only and USER is not a MAINE HUTS & TRAILS agent while using said Boat(s) or Equipment. The laws of the State of Maine shall govern this agreement.

NON COMPLIANCE WITH THE ABOVE AGREEMENT MAY RESULT IN CHARGES FOR LOSS OR DAMAGE.

By signing below, USER certifies that he/she has read and understands the above and acknowledges and agrees to the terms and conditions as stated.

Signature of USER _____
Date

Name of USER (please print legibly) _____
Date of Birth

FOR USERS UNDER 18 YEARS OF AGE, SIGNATURE OF PARENT OR GUARDIAN IS REQUIRED.

By signing below, I certify that I am the parent/guardian of the Minor who has signed this Agreement. I certify that I have read the Agreement and that I understand the above and acknowledge and agree to the terms and conditions as stated. As the parent/guardian of the above signed, I confirm that the Minor's date of birth, listed above, is correct.

Signature of Parent or Guardian _____
Date

Name of Parent or Guardian (please print legibly) _____
Phone Number

