

## WATERCRAFT RESERVATION FORM

Please send check or money order with your reservation form to:

AAA Canoe Rental 12205 Hart St. NE #39 Greenville MI 48838

All checks will be deposited upon receipt of your reservation form

NAME
GROUP NAME
CITYSTZIP
DAY PHONE
EVENING PHONE
DATE REQUESTED
TIME REQUESTED
# OF CANOES AT \$40 = \$
# OF KAYAKS AT \$30 = \$
# OF TUBES AT \$20 = \$

Cancellations are accepted up to 7 days prior (one week) to the trip date, however, there is a \$10 per watercraft charge for all cancellations. Any cancellation of watercraft within 7 days of the date of the trip can expect no refund. I have read and I understand AAA Canoe Rentals cancellation policy and I agree to its terms and conditions.

Signature

Date

Group Name	Trip Date	Trip Time	Item Desc/Item #		
(above to be completed day of trip by AAA employee)					

In consideration of the services of AAA Canoe Rental, Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "AAA"), I hereby agree to release, indemnify, and discharge AAA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that canoeing, kayaking, tubing entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to their parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** wind and waves may be encountered: your boat could turn over: you could slip or fall during loading or unloading of the craft resulting in damage to equipment or personal injury: exposure to the natural elements can be uncomfortable and/or harmful: you should be aware that this exposure could cause sunburn, dehydration, hat exhaustion, heat stroke, and leg cramps; also prolonged exposure to cold water can result in hypothermia; exposure to potentially dangerous wildlife, insects, plants: and accidental drowning is also a possibility.

Furthermore, AAA employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

- 2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless AAA from any and al claims, demands or causes of action which are in any way connected with my participation in this activity or my use of AAA's equipment or facilities, **including any such claims which allege negligent acts or omissions of AAA**.
- 4. Should AAA or anyone acting on their behalf, be required to incur attorney's fees and cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
- 6. In the event that I file a lawsuit against AAA, I agree to do so soley in the state of Michigan, and I further agree that the substantive law of Michigan shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of the agreement is found void or unenforceable, the remaing document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against AAA on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it. And I agree to be bound by it's terms.

NAME: Print\_\_\_\_\_\_ NAME: Sign\_\_\_\_\_ DATE:\_\_\_\_\_

## PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (must be completed for participants under the age of 18)

In condideration of \_\_\_\_\_\_(print minors name) being permitted by AAA to participate in it's activities and to use it's equipment and facilities. I further agree to indemnify and hold harmless AAA from any and all claims which are brought by or on behalf of Minor and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature\_\_\_\_\_ Print Parent Name \_\_\_\_\_