



RENTAL AGREEMENT AND WAIVER OF LIABILITY

Each ADULT Must Sign an Individual Form

OR

Adult Signing for Children Choose MINORS or ADULT and MINORS

Frank's Paddlesports Livery Co. (hereafter referred to as "FPL"), is an independent corporation providing recreational opportunities that include (hereafter collectively known as the *Activity* or *Activities*), but are not limited to, canoeing, kayaking, stand-up paddleboarding, river tubing and/or transportation to and from locations to participate in canoeing, kayaking, stand-up paddleboarding and/or river tubing. Our sports, like other recreational activities, include inherent risks that can never be eliminated regardless of how much emphasis we place on reducing risk.

The Parks Alliance of Indianapolis (hereafter referred to as "TPA") is a Nonprofit Organization which allows FPL to operate out of its headquarters at 3001 N White River Pkwy Dr W, Indianapolis, IN 46222. No staff or board member of TPA holds any governing position within FPL's corporate structure. Any and all customers/clientele of FPL must acknowledge and agree to indemnify and hold harmless TPA their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss and property damage, including personal property (each an "Injury" or "Injuries"), that they may suffer as a direct result of my participation in the aforementioned *Activity*, including traveling to, from and during this *Activity* or an event related to this *Activity*.

The Consolidated City of Indianapolis (hereafter referred to as "Unigov") includes all aspects/departments of the consolidated city-county government of Indianapolis. The property at TPA, the property at the Indianapolis Art Center Boat Ramp and the parking lot across the street from TPA in Riverside Park are owned by the Indianapolis government's Indy Parks Department. No member (elected or otherwise) of Unigov holds any governing position within FPL's corporate structure. Any and all customers/clientele of FPL must acknowledge and agree to indemnify and hold harmless Unigov their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any Injury that they may suffer as a direct result of my participation in the aforementioned *Activity*, including traveling to, from and during this *Activity* or an event related to this *Activity*.

INHERENT RISKS: FPL feels it is important that all participants (ADULT PARTICIPANTS or MINOR PARTICIPANTS and/or RESPONSIBLE ADULTS) understand the nature of the Activities and are aware of, understand, and appreciate the inherent risks involved. The sports of canoeing, kayaking, stand-up paddleboarding, and river tubing involve known and unanticipated risks which could result in Injury.

Risks of the Activities ("Risks of Injury") include, but are not limited to:



- Death as a result of drowning or brain damage caused by near drowning
- Broken bones, torn ligaments or strains, cuts and bruises as a result of falls while launching or exiting the water, or while carrying a canoe, kayak, or stand-up paddleboard.
- Various medical conditions resulting from physical activity
- Hypothermia from cold weather conditions or falling in cold water
- Heat exhaustion or heat stroke from heavy exertion in hot and/or humid conditions
- Adverse weather conditions leading to various injuries or death
- Damaged clothing or other property, or loss of property
- Latent or apparent defect in the condition of the Rented Equipment (as hereinafter defined) supplied by FPL
- Participant's own physical condition or acts or omissions of others
- First-aid emergency treatment
- Negligent acts or omissions of other participants in the Activities or non-participating third parties

Participant understands the above list is not a complete or exhaustive of the Risks of Injuries from the Activities. Such Risks of Injuries simply cannot be eliminated, despite the use of safety equipment, pre-trip orientation, and all good faith risk management practices otherwise.

#1 ASSUMPTION OF INHERENT RISKS: I, the ADULT PARTICIPANT, or MINOR PARTICIPANT(S) AND/OR RESPONSIBLE ADULT, have read the above paragraphs (or had the risks explained to me) and acknowledge identical signage at 3001 N White River Pkwy Dr W, Indianapolis, IN 46222 and literature available at FranksLivery.com advising me of the same, and know the Activities contain Risks of Injuries which vary with the *Activity*. I understand the demands of the *Activities* relative to my physical condition and skill level, and I understand the Injuries that may occur as a result of FPL *Activities* and the potential impact on my well-being, lifestyle, and both current and potential future careers. ***I hereby assert that my participation in the Activities is voluntary, that I knowingly assume all inherent risks, and that no other person has submitted this form on my behalf in my absence.***

Initial here: _____

#2 WAIVER OF LIABILITY: In consideration of permission for myself and/or MINOR PARTICIPANT(S) to use FPL and/or TPA property, facilities and services, ***TODAY AND ON ALL FUTURE DATES***, I, the ADULT PARTICIPANT, or MINOR PARTICIPANT **and on behalf of myself, my assigns, subrogees, representatives, estate, heirs, executors, administrators and all other persons or entities acting for, by or through me, and if applicable to the full extent permitted by law, on behalf of a Minor Participant, (hereafter referred to as *Releasing Parties*) do to the fullest extent permitted by law hereby release, waive, discharge, and covenant not to sue FPL, TPA, and/or Unigov** its owners, officers, directors, employees, members, lessors, lessees, volunteers, independent contractors, equipment providers, and agents (hereafter referred to as *Protected Parties*) **from any and all liability of any kind of character whatsoever, whether foreseen or unforeseen, whether under theories of Negligence, Breach of Contract, or Otherwise.**

Initial here: _____

#3 INDEMNIFICATION AGREEMENT: I, the ADULT PARTICIPANT, or RESPONSIBLE ADULT, to the fullest extent permitted by law **agree to hold harmless, defend and indemnify** the *Protected Parties* (that is, defend and pay any judgement and costs, including investigation costs, attorney's fees and related expenses) from any and all



claims of the *Releasing Parties* arising from an injury or loss by myself or MINOR PARTICIPANTS(S) due to participation in the Activities (including claims arising from the **inherent risks** of Activities and those arising from the **NEGLIGENCE** of *Protected Parties*). I further agree to hold harmless, defend, and indemnify the Protected Parties (that is, defend and pay any judgement and costs, including investigation costs, court costs, attorney's fees and related expenses) against any and all claims of co-participants, rescuers, and others arising from the conduct of myself or a MINOR PARTICIPANT(S) in the course of our participation of the Activities (including claims arising from the **inherent risks** of Activities and those arising from the **NEGLIGENCE** of *Protected Parties*).

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#4 RENTAL AGREEMENT: I am renting paddles, PFDs, seat cushions, and a *numbered* canoe, kayak, or stand-up paddleboard (the "Rented Equipment") and I agree to return the same equipment in the *same* condition as I received it. Furthermore, I will pay the following charges for items not returned, damaged beyond repair, or for repairs, and for additional services necessary due to my negligence or violations of FPL policies: \$80.00 each for lost, stolen or broken paddles, \$40.00 each for lost, stolen or torn seat cushion(s), \$50.00 each for lost, stolen or torn life vests, \$75.00 if the staff of FPL must recover my canoe, kayak, or stand-up paddleboard because I did not finish my trip, \$600 per kayak, \$1200 per canoe, \$800 per stand-up paddleboard, \$120 for repairable damage to rented canoes, kayaks or stand-up paddleboards- as determined solely by FPL, \$25 per river craft every half hour late return to FPL paddle sports river landing/launch site at TPA, \$25.00 additionally for every half hour after 6:30pm that we have not returned the boats, and/or boards.

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#5 PERSONAL FLOTATION DEVICE (PFD) AGREEMENT: I, the ADULT PARTICIPANT, or RESPONSIBLE ADULT, agree to wear and/or assure the MINOR PARTICIPANT wears the USCG approved personal flotation device provided by FPL. If the MINOR PARTICIPANT is under the weight of 30 lbs, I the ADULT PARTICIPANT, agree to provide a properly fitting USCG approved PFD for the MINOR PARTICIPANT and agree to assure the MINOR PARTICIPANT wears said PFD at all times while on board the Rented Equipment. I acknowledge that Indiana Law requires that One Type I, II, III, or V USCG approved PFD be on board per person and that Indiana Law requires that children under the age of 13 to wear their lifejacket when on board a watercraft. I agree that I will be solely responsible for proper use of safety equipment and other safety procedures. It is my responsibility to properly inspect safety equipment prior to boarding the Rented Equipment.

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#6 ALCOHOL RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY CLAUSE: I, the ADULT PARTICIPANT, or RESPONSIBLE ADULT, acknowledge that FPL/TPA does not provide, sell, or serve alcoholic beverages for on-the-water recreational activities. FPL/TPA, its owners, operators, employees, agents, and volunteers are not responsible or liable for any damages to myself or third parties that result from the consumption of alcohol by myself or others, to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium. I hereby confirm that I will not be bringing, nor consume more than 1 alcoholic beverage per person, per hour during the duration of my activities with FPL/TPA at a maximum of 4 alcoholic beverages. I will not bring Styrofoam or glass onto the water with me or



my party. I give consent to FPL staff to search my cooler for glass and to check that I am following the limits of the alcohol policy.

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#7 FRANKS TRASH BINGO: I, the undersigned participant, hereby voluntarily and willingly agree to participate in Frank's Trash Bingo, offered by FPL. I understand and acknowledge that my participation in this program involves inherent risks associated with outdoor activities, including but not limited to, paddlesports, river navigation, and collection of debris. I am aware that there may be potential dangers and hazards present in the environment, including unstable terrain, changing weather conditions, and contact with litter and refuse. In consideration for being allowed to participate in Frank's Trash Bingo, I hereby release, waive, discharge, and covenant not to sue FPL, its officers, employees, agents, and affiliates, from any and all liability, claims, demands, actions, or causes of action, whether at law or in equity, arising out of any injury, harm, loss, or damage that I may sustain during or as a result of my participation in the program, whether caused by negligence, breach of contract, or otherwise. I understand that my participation in Frank's Trash Bingo is entirely voluntary and that I assume full responsibility for any risks, injuries, or damages that may occur as a result of my participation. I agree to indemnify, defend, and hold harmless FPL, its officers, employees, agents, and affiliates, from any claims or liabilities, including attorney's fees, arising from my participation in the program.

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#8 CLARIFYING CLAUSES: I, the ADULT PARTICIPANT and/or the RESPONSIBLE ADULT, understand that this agreement between myself and FPL cannot be modified or changed in any way by representations or statement by any agent or employee of FPL. I also understand that if legal action is brought, the Circuit or Superior Court of Marion County, Indiana, or the United States District Court for the Southern District of Indiana has the sole and exclusive jurisdiction and that only the substantive laws of the **State of Indiana** shall apply. I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, Indemnification Agreement and Rental Agreement is intended to be as broad and inclusive as is permitted by **the laws of the State of Indiana** and that **if any portion thereof is held invalid**, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Should litigation be brought to enforce or interpret any part of this document, the prevailing party shall be entitled to recover reasonable attorneys fees for such litigation.

Initial Here: _____

I acknowledge and confirm that I have read, understand and will abide by the following two policies:

Frank's Livery Emergency Action Plan for Clientele

Frank's Livery Paddling Ethics, Safety, and Etiquette

Select Who will be participating:



Adult

Minor(s)

Adult and Minor(s)

Name of Adult/Guardian

Signature

Date

Name of Minor Participant

Name of Minor Participant

Name of Minor Participant

Name of Minor Participant

Name of Minor Participant

Name of Minor Participant