

**Waiver and Release of Liability for Olentangy Paddle**  
**All participants must read carefully and sign**

In consideration of participating in any activities, events, either actively or as an observer held by or in partnership with Gateway Adventures (dba Olentangy Paddle, "OP"), I the undersigned, acknowledge and agree to the following:

1. Due to the nature of the activities and events sponsored by OP, the risk of injury is significant, including the risks for the following, but not limited to permanent paralysis, death, sprains, fractures, drowning, disease and other ailments that could cause serious disability.
2. These risks may be caused by the negligence of participants, employees, of OP owners, as well as anyone in the vicinity of the activities, events, or by defective equipment, accidents, forces of nature, etc. They may arise from foreseeable or unforeseeable causes, such as weather, water levels, guide decision making, misjudged terrain or other factors.
3. I hereby assume all risks and danger for any losses and/or damages and injuries, whether caused in whole or partially by the negligence or other conduct of the owners, employees, or agents of OP, or by participants or others.  
\_\_\_\_\_ INITIALS
4. I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify OP and its partners, owners, agents, and employees from any and all claims, actions and losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my participation in any activities and/or events sponsored by OP or by my use of equipment belonging to OP/Gateway Adventures.  
\_\_\_\_\_ INITIALS
5. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners or employees of OP/Gateway Adventures.  
\_\_\_\_\_ INITIALS
6. I permit the use of any photos, slides, films, or sketches taken during the day's activities for publicity, advertising, promotion or other commercial purpose by OP or its partners. \_\_\_\_\_ INITIALS
7. I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE OLENTANGY PADDLE/GATEWAY ADVENTURES LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

If under 18\*, parental signature:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Age

\_\_\_\_\_  
Date

## Lease Agreement

Lessor: Gateway Adventures/dba Olentangy Paddle

Lessee: \_\_\_\_\_ Phone: \_\_\_\_\_

Print name: \_\_\_\_\_

Equipment covered by this agreement:

# of canoes: \_\_\_\_\_ # of canoe paddles: \_\_\_\_\_

ODNR#: \_\_\_\_\_

# of kayaks: \_\_\_\_\_ # of kayak paddles: \_\_\_\_\_

ODNR#: \_\_\_\_\_

Breakdown of type of kayaks: \_\_\_\_\_

# of lifevests: \_\_\_\_\_

Other: \_\_\_\_\_

Date of rental (term of lease): \_\_\_\_\_

Equipment is to be returned to guide at Northmoor Park within 2.5 hours after rental (trip without stops is approximately 1.5 hours)

Lessee agrees to pay Olentangy Paddle/Gateway Adventure \$10.00 for late returns

In consideration of this lease and the following mutual covenants and agreements, lessee agrees as follows:

- a. That he/she will take precautions to safeguard all equipment.
- b. That he/she accepts full responsibility for the equipment and agrees to return the equipment to lessor on the date agreed upon in as good condition as when received.
- c. That he/she shall indemnify lessor against all loss and damage to equipment covered by this agreement and agrees to pay the lessor any amounts owed to lessor by virtue of said indemnification within one week from the date loss or damage occurs. The replacement value for the most common types of loss or damage is agreed to be as follows:

**Canoe/Kayak lost or stolen: List Price**

**Broken seat: \$50**

**Hole in canoe: \$150**

**Paddle damaged or lost: \$30**

**Life vest damaged or lost: \$40**

**Large dents 4" diameter \$50+**

**Miscellaneous items at list price**

- d. That he/she shall indemnify the lessor against and hold it harmless from any and all claims, demands, causes of action or lawsuits for personal injuries(including deaths) or for property damage arising out of the use, operation, transportation, or possession of said equipment.
- e. That the canoe/kayak shall be taken only on the waters indicated herein, and that lifevests will be worn by all paddlers under 16 years of age while on water.
- f. That he/she will not stop payment on any checks or credit cards used for rental of canoes/kayaks or equipment or selected trips.
- g. That paddling will be done on Olentangy River, from Broad Meadows access site to Northmoor Park access site, the trip not exceeding 3.7 miles.