

FROG Canoe & Kayaks Rentals

Participant Release of Liability and Assumption of Risk Agreement

In consideration of Frog Canoe & Kayak Rentals, LLC, aka FROG, (hereinafter, individually and collectively, referred to as "Indemnified Parties") furnishing services, and/or recreational water equipment and associated gear enable me to participate in canoeing, kayaking, or activities and any transportation to and from such activities (hereinafter, individually and collectively referred to as "Activities") I agree as follows:

I fully understand and acknowledge that:

- A. There is a risk of injury from the Activities and or transportation to and from, in which I voluntarily choose to participate, including the unavoidable potential for bodily injury, illness, disease, strains, and fractures, and may include, without limitation, permanent paralysis, disability and/or death.
- B. I knowingly and freely assume all such risks, dangers, and hazards, both known and unknown, whether arising from any action or inaction, including but not limited to negligence by FROG LLC, its offers, officials, lessors of premises used to conduct the event ("Indemnified Parties"), myself or any others, or as may arise without negligence of the part of any party, such as due to weather, water conditions, or other unforeseen factors, and I assume full responsibility for my participation in the Activities and for any consequences resulting therefrom.
- C. I willingly agree to comply with all terms and conditions for participation and to follow all instructions provided by persons designated by Indemnified Parties. If I observe any unusual hazard during my presence or participation and bring such hazard to the attention of the nearest Indemnified Party.
- D. I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, hereby voluntarily agree to release, indemnify, discharge, defend and hold harmless and covenant not to sue any and all Indemnified Parties and their successors, assigns, heirs and other representatives from any and all claims, demands, losses, expenses, (including without limitation reasonable attorney fees), actions, judgments, and suits asserted against, suffered or incurred by the Indemnified Parties at anytime and any and all liability arising out of or related to any injury, disability, illness, or death I may suffer, or loss or damage to any damage to any person, or property, whether arising from the negligence or any other act or omission of the Indemnified Parties or for any other reason, to the fullest extent of the law.
- E. I agree that all transportation times from pickup location(s) are to be determined by drivers and/or employees of FROG.
- F. I agree to comply with all New Jersey State Park rules and regulations.
- G. I agree to not jump off the Old RailRoad Trestle.
- H. While participating in these Activities, I agree not to be under the influence of alcohol or illegal drugs.
- I. I agree to wear, at all times, a personal flotation device (PFD) during all recreational water activities.
- J. I agree to not get picked up from Western Boulevard for the safety of all customers and employees at FROG.

I have read the above release of liability and assumption of risk agreement. I fully understand the terms and understand that I have given up substantial rights by signing it freely and voluntarily without any inducement. It is my intention to release, hold harmless, and indemnify the Indemnified parties from all liability for any loss or injury, including, but not limited to, personal injury, property damage/loss, or wrongful death during or related to my participation and/or involvement in the Activities.

PRINT NAME

SIGN NAME

AGE

DATE