

**IMPORTANT READ BOTH SIDES CAREFULLY THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. ADULT & MINOR PERMISSION  
FORM & RELEASE FOR GENERAL ACTIVITIES**

Any person (hereinafter referred to as the "Participant" or "I" or "Me" or "You") renting or using equipment or participating in the activities offered by B&G Outdoor Recreation, Inc (hereinafter the "Company") must sign this document.

**Parents or Guardians of Minor Participants** - You must also sign this document if you are the parent or legal guardian of a Participant under 18 years of age (a "Minor Participant"), in which case you are signing this document personally and on behalf of each person listed as a Minor Participant below. You further warrant that you are 18 years old or older and that you are legally responsible for each Minor Participant listed below. As a parent or legal guardian of each Minor Participant you do hereby grant permission for each such Minor Participant to participate in Activities offered by Company including but not limited to hiking, swimming, boating, sailing, kayaking, canoeing, rowing, and / or pedal boating (hereinafter "Activity") at any facility or event organized using equipment from Company at any time from the date set forth below to the end of the current calendar year.

**Assumption of Risks** - Each person signing this document fully understands and acknowledges that there are risks and dangers inherent in all the Activities and the use of the equipment on this site. In participating in such Activities the Participant or Minor Participant could suffer bodily injury, illness, or even death. I as Participant or as parent or legal guardian hereby assume all risks and dangers and all responsibility for any and all losses and/or damages relating to the Activities conducted by the Company or the equipment I or my Minor Participant (as the case may be) may use that is owned by the Company.

**Release** - I, on behalf of myself and any Minor Participant if I am a parent or legal guardian voluntarily release, waive, discharge, hold harmless, defend and indemnify the Company and its owners, agents, officers, employees, contractors and volunteers from: any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of, or may be related in any way to the Activities or the equipment owned by the Company unless and until the Company is determined to be negligent.

**Personal Flotation Device (PFD) or Life Jacket** - Everyone shall wear a properly fastened PFD (Personal Flotation Device) at all times while on the docks or on the water. There are NO exceptions to this rule.

**Drugs and Alcohol** - Drugs and alcohol will **not be allowed** on the premises of the Company or while using any of the Company's equipment or participating in an Activity. The Company reserves the right to remove anyone from the premises it reasonably suspects is under the influence of drugs or alcohol. Furthermore, I warrant that I am not currently under the influence of drugs or alcohol.

**Health** - As a Participant I warrant that I am in good health and I am physically and mentally capable of participating in the Activities or using the equipment I may select to participate in or use. If I am the parent or legal guardian of a Minor Participant I warrant that each Minor Participant is in good health and each is physically and mentally capable of participating in the Activities or equipment selected.

**Emergency Care and Assistance** - I grant permission to the Company to seek medical care for me as a Participant or if I am a parent or legal guardian for my child or ward as the case may be. I agree to reimburse the Company for any and all expenses or costs incurred by it in seeking such medical care. Furthermore due to the unpredictability of weather conditions, water conditions and the inability to visualize all boats at all times, there will be occasions where the Company may be unable to see you or immediately assist you in the event of an emergency. Nothing in this paragraph shall impose any affirmative obligation upon the Company to seek such medical care or to render you assistance if an emergency arises.

**Use of Photos** - I authorize the Company to use or display, without any compensation to me or the Minor Participant for whom I am signing, any photos, slides, films, or sketches of me or the Minor Participant that may be taken while participating in Company's Activities for publicity, advertising, promotion or other commercial purposes on websites, in written publications and otherwise.

**Responsibility for Damages** - I as Participant or as a parent or guardian acknowledge that I am responsible for any equipment that I or the Minor Participant am/is using and agree to pay for all damages I or the Minor Participant cause, whether to the equipment used or anyone else's property I or the Minor Participant may damage. Any injury to anyone or damage sustained by the result of my or the Minor Participant negligence shall be my responsibility as Participant or parent or guardian.

**Safety and Rules of the Road** - I warrant that I have read and understood the Company's safety rules and will abide by them. I further warrant that I am aware of the maritime rules of the road including but not limited to crossing and overtaking situations, the buoy system, markers, boundaries and signals.

**Disputes** - I agree to submit any cause of action against the Company or any dispute between us in connection with the interpretation of this Waiver to binding arbitration with the American Arbitration Association in accordance with its rules and regulations. I will pay all costs and attorneys' fees that the Company may incur in defending any claim or suit that I might bring, if the claim or suit is withdrawn or to the extent that an arbitrator determines that Company is not responsible for the claimed injury or loss.

**Binding Effect** - This agreement shall be binding on each person signing below and on each person listed as a Minor Participant below, and our respective heirs, successors, assigns, administrators and executors.

**Swimming Ability** - I certify that I and the minor the participant(s) can swim at least 50 yards and tread water for 1 minute.

**Please initial here -> \_\_\_\_\_** Then continue to page two and sign.

All Information is required. We will never sell this information. **Please print clearly and in block letters.**

**Adult Participant Information:**

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_ Zip Code: \_\_\_\_\_ Mobile Phone: (\_\_\_\_) \_\_\_\_\_-

Home Phone: (\_\_\_\_) \_\_\_\_\_-

Email: \_\_\_\_\_

**Participating Minors:**

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Please initial below:**

- I will wear my PFD (life jacket) at all times properly fastened
- I will not swim or jump from any boat
- I will always hold on to my boat, especially if I find myself in the water
- I will read and adhere to posted rules and boundaries
- If I hear a horn blast three (3) consecutive times I must return immediately

**Please Sign Here ->** \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_