

## **BOAT RENTAL | RIVER TRIP**

### **SHUTTLE SERVICES**

### **RISK ACKNOWLEDGEMENT AGREEMENT**

**CHANGE IN PLANS:** Once you are on the river or trail, a change in your plans may occur. If so, we will make every reasonable effort to accommodate your request for a change in vehicle shuttle date and/or place. However, this may result in an additional cost to you. Also, please note we may not be able to fulfill a change request placed after 2:00 p.m.

### **CUSTOMER ACKNOWLEDGEMENT OF RISK: PLEASE REVIEW CAREFULLY BEFORE SIGNING**

In consideration of the services of Buffalo Outdoor Center, its officers, agents, employees and stockholders, and all other persons or entities associated with this business (hereinafter collectively referred to as BOC, I, the undersigned, agree as follows:

Although BOC has taken reasonable steps to provide me with appropriate equipment and information so I can enjoy an activity for which I may not be skilled, BOC has informed me that this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness or, in extreme cases, permanent trauma or death. BOC does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but certainly not all, of those risks:

- Turning over while boating and becoming wet or submerged
- The threat of bodily harm or even death due to river obstacles, including but not limited to rocks, trees and other boaters
- Hypothermia and/or cold-water immersion which can result in shock or heart failure
- Exposure to poisonous or harmful plants, animals, insects and reptiles
- Changes in river level that can create high-water conditions and dangerous floating or submerged debris
- Inclement weather that may develop while on the river or trail
- Lack of prompt or adequate medical attention due to the Buffalo National Rivers unique, remote location

I, the undersigned, am aware that canoeing, kayaking, rafting and hiking entail risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is

forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I, the undersigned, acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of BOC has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards and dangers associated with this activity.

I, the undersigned, am aware of and recognize that as a paddlesport participant in the state of Arkansas, I, and any minor children in my care, custody or control, am/are subject to the Arkansas Paddlesport Activities Act which declares:

### **WARNING**

**Under Arkansas law, an outfitter is not liable for the injury or death of a participant in a paddlesport activity resulting from the inherent risk of paddlesport activity under the Arkansas Paddlesport Activities Act, located at §27-109-901 et seq.**

**You are assuming the risk of participating in a paddlesport activity.**

I, the undersigned, certify that I am at least 18 years of age and fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody or control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I, the undersigned, agree to pay for lost or damaged rental equipment and understand that BOC agrees to limit the customers liability when settling for any and all claims for property damage or loss to the fair market value of the equipment at the time of loss, or to a reasonable cost of repair to damaged equipment.

I, the undersigned, also certify that prior to undertaking the activity, I will inform all participating members of my group of the full contents of this risk agreement, including but not limited to the inherent risks of participating in a paddlesport activity, especially on the Buffalo National River, as well as the personal responsibilities of each participant, the law as set forth by the Arkansas Paddlesport Activities Act, and that damages to rented equipment can result in additional personal cost.

I, the undersigned, further understand that BOC reserves the right to refuse service to any person it judges to be incapable of meeting the rigors of this activity or could be a potential danger to themselves or others.

I, the undersigned, grant permission to BOC to drive the vehicle(s) listed in the service contract, whether I am a personal owner of a stated vehicle or not, and understand that the owners insurance is primary and covers any loss or damage to the vehicle(s).

I, the undersigned, have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement will be effective and binding upon me, my heirs, assigns, personal representative and estate, and for all members of my family, including minor children.

***Buffalo Outdoor Center is authorized within Buffalo National River to provide canoe rentals and transportation services.***