

THE LAKE HOPATCONG ADVENTURE COMPANY

(*15 and under requires guardian/parent initial/signature)

1



Lake Hopatcong Adventure Company

Release of Liability

LHACo. - 37 Nolan's Point Park Rd. Lake Hopatcong, NJ 07849 -

(973)-663-1944

In exchange for participation in the activity of non-powered Water Sports - Hydro-Biking and Pedal Boarding organized by *The Lake Hopatcong Adventure Company*, of 37 Nolan's Point Park Rd. Lake Hopatcong, NJ 07849 and/or use of the property, facilities and services of *The Lake Hopatcong Adventure Company*, I _____ agree for myself and for the members of which I am responsible for, to the following:

- I. **AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral/written instructions or directions given by the instructors of *The Lake Hopatcong Adventure Company*, including the employees, representatives, or agents of *The Lake Hopatcong Adventure Company*.
- I. **ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) those for which I am responsible for, and further release and discharge *The Lake Hopatcong Adventure Company* for injury, loss or damage arising out of myself or my dependents use of or presence upon the facilities of *The Lake Hopatcong Adventure Company*, whether caused by the fault of myself, my dependents, *The Lake Hopatcong Adventure Company*, or other third parties.
- I. **INDEMNIFICATION.** I agree to indemnify and defend *The Lake Hopatcong Adventure Company* against all claims, causes of action, damages, judgements, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from myself or my dependent's use of or presence upon the facilities of *The Lake Hopatcong Adventure Company*.
- I. **FEES.** I agree to pay for all damages to the facilities, property, and/or equipment of *The Lake Hopatcong Adventure Company* caused by any negligent, reckless, or willful actions by myself or my dependents.
- I. **APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under New Jersey state law.
- I. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire. I further agree and acknowledge that *The Lake Hopatcong Adventure Company* has offered to refund any fees I have paid to use its facilities if I choose not to sign this agreement.
- I. **ARM'S LENGTH AGREEMENT.** This agreement and each of its terms are the product of an arm's length negotiation between the parties. In the event any ambiguity is found to exist in the interpretation of the agreement, or any of its provisions, the parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
- I. **ENFORCEABILITY.** The invalidity of enforceability of any provision of this agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this agreement or any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this agreement.
- I. **DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to the agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution procedure

THE LAKE HOPATCONG ADVENTURE COMPANY

(*15 and under requires guardian/parent initial/signature)

2



Individual Liability Information

Name: _____

Emergency Contact:

In case of an emergency, please call _____

Emergency Contact Relationship: _____ Emergency Contact Phone: _____

- Customer shall obey all state, federal and local Boating Regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel, while operating equipment from LHAC customer is solely responsible for any citation or violation occurring during the use of, or as the result of using equipment from LHAC.
- Customer represents that he/she is capable of safely operating and handling the Equipment and finds it in good working order, condition and repair. Customer represents that he/she has adequate skills, knowledge and experience to safely complete the planned activity and that adequate preparations have been made to ensure safe completion of trip.
- Customer shall bear all risk and responsibility of and for any and all damage, loss or theft of the equipment, or any portions thereof, including, but not limited to vandalism or theft, and shall pay the Lessor (LHAC) the full cost of repair or replacement.
- Customer shall return equipment in the condition in which it was received. Minimum charges for repairs, labor and cleaning will be applied in the event rental boats or equipment require repair or excessive cleaning. Customer agrees to use all equipment for its designed purpose only.
- RECOGNITION OF RISK: Customer expressly acknowledges that hydro biking and pedal boarding are activities with inherent risks of injury to persons and property. CUSTOMER IS AWARE OF THOSE RISKS AND UNDERSTANDS THEM. Customer acknowledges that PFD's (Life jackets) are made available and that ALL CUSTOMERS ARE REQUIRED TO WEAR PFD's/LIFE JACKETS WHILE USING EQUIPMENT. Customer understands that use of a PFD does not remove all risks of injury; nor does PFD use make Hydro Biking or Pedal boarding safe activities. Customer alone has determined the sufficiency of any safety gear or other precautions that customer decides to take to minimize the risks of the activity. No party related to Lessor, including Owner and Employees, has made any representations regarding the safety of, or the risks of, the activity. CUSTOMER EXPRESSLY ASSUMES THE RISKS OF THE ACTIVITY.
- The Lake Hopatcong Adventure Company reserves the right at anytime to decline and or end a tour without refund if the tour operator and or manager suspects the customer to be under the influence of any foreign substance
- *By signing below, I hereby grant the LHACo the right to take photographs or videos of myself and those that I am responsible for. Photos may be used for promotion, website advertisement, etc.*
- Closed toed shoes and shirts are required at all times

****I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND IT. I FURTHER UNDERSTAND BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.***

(*15 and under requires guardian/parent initial/signature)

DATE: _____

NAME PRINTED: _____

SIGNATURE: _____

PARENT/GUARDIAN NAME PRINTED: _____

PARENT/GUARDIAN SIGNATURE: _____