

Borchers AuSable Canoe Livery
101 Maple Street
Grayling, Michigan 49738
(989) 348-4921 or 1-800-762-8756

**ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY
AND RELEASE OF LIABILITY**

WARNING: There are significant elements of risk in any adventure, sport or activity associated with the outdoors or wilderness, including but not limited to watercraft and the use of any related equipment. Although we have taken reasonable steps to provide you with appropriate equipment to enjoy an activity for which you may not be skilled, we wish to remind you this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to your equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for the activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

ACKNOWLEDGMENT OF RISKS: I acknowledge that the following describes some, but not all, of those risks:

1) Falling; 2) Cold weather and heat related injuries and illness including hypothermia, frostbite, heat exhaustion, heat stroke, and dehydration; 3) An "act of nature" which may include rock fall, inclement weather, thunder and lightning, severe and/or varied wind temperature or weather conditions; 4) Portaging or travel including travel to or from this activity; 5) Equipment failure and/or operator error; 6) Risks typically associated with watercraft including change in water flow or current; submerged, semi-submerged and overhanging objects; capsizing, swamping or sinking of watercraft and resultant injury, hypothermia, or drowning; 7) Your ability to control your watercraft, equipment failure; 8) The speed at which I/we travel or ride; 9) Attack by animals;
10) Accidents or illness occurring in remote places where there are no available medical facilities; 11) Fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I am aware that this activity entails risks of injury or death to myself and minor children for which I may be responsible. I agree to assume responsibility for the risks identified herein and those risks not specifically identified. My/our participation in this activity is purely voluntary. No one is forcing me/us to participate. I/we elect to participate in spite of the risks. I am (we are) physically and mentally capable of participating in this activity and/or safely using the equipment. I accept that wearing a U.S.C.G. approved personal flotation device for this waterborne activity is a basic safety precaution. I assume full responsibility for the risks of personal injury, accidents or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage, cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia), exposure; head, neck, and/or spinal injuries; animal or insect bite or attack; shock, paralysis, drowning, and/or death, and any resultant expenses. I also assume responsibility for damage to or loss of my/our personal property as the result of any accident that may occur.

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COVENANT OF GOOD FAITH: I recognize that Borchers, as provider of goods and/or services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity or refuse or terminate the participation of any person for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to achieving objectives.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of an injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

RELEASE: In consideration of service or property provided, I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby release:

Borchers AuSable Canoe Livery / Bed & Breakfast, Inc.

its principals, directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence).

I have read, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be binding upon myself, my heirs, assigns, personal representative, and estate, and for all members of my family including any minors accompanying me.

Participant's Name (please print)

Signature

In an emergency, notify: _____

Phone (____) _____

If the Participant is under 18, the Parent or Legal Guardian must also sign:
