Team River Runner
Equipment Loan & Liability Waiver

TRR Chapter Coordinators may loan TRR gear to veterans and volunteers to ease transportation for TRR events. With the Chapter Coordinator’s specific approval, the loaned gear may be used to increase paddling skills outside of TRR Events. The chapter coordinator has the right to recall the gear at any time. The individual borrowing the gear must sign the waiver below releasing TRR from any liability from use or misuse of loaned TRR gear.

Transfer From Chapter: _____________________________________________
Transfer To: _______________________________________________________
Transfer Date: __________________

Equipment: ________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

I take receipt of above TRR owned equipment and agree to provide safe storage and transport for the purpose of supporting TRR events. I agree that usage of listed equipment will be limited to TRR trips and training unless authorized by chapter coordinator. I will immediately alert the TRR chapter coordinator of damage or theft. I understand that I am responsible to inspect my gear to make sure it is safe to paddle prior to usage. I agree to return the equipment to TRR chapter coordinator upon request or within six months of this date.

RELEASE OF Liability.

Team River Runner, Inc., and its affiliated Chapters (“Released Parties”) are non-commercial, not for profit activity providers. The purpose of this agreement is to exempt, waive and relieve Released Parties from any and all liability for wrongful death,

personal injury, and property damage, including, but not limited to, liability arising from
the negligence of Released Parties. “Released Parties” include Team River Runner,
Inc., and their representatives, administrators, directors, agents, coaches, employees,
and volunteers; other participants, grantors, sponsoring agencies, sponsors, and
advertisers; and, if applicable, the owners, operators, and lessors of premises on which
the activities or events take place.

In consideration of the undersigned Participant being allowed to borrow Team River
Runner, Inc. equipment, the Undersigned (“Undersigned” means the Participant,
personal representatives, assigns, heirs, and next of kin or the Participant's parent,
legal guardian, or legal representative when the Participant is under the age of 18 or
legally incapacitated) agrees and acknowledges as follows:

1. ACKNOWLEDGE, agree, and represent that the Undersigned understands that
paddle sports are potentially hazardous activities with the risk of injury and/or death.

2. FULLY UNDERSTAND that: (a) Paddle sports and related ACTIVITIES INVOLVE
RISKS AND DANGER OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS
BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH
(“RISKS”); (b) these Risks and dangers may be caused by my own actions or inactions,
the actions or inactions of others participating in the Activity, the condition in which the
Activity takes place, or the NEGLIGENCE OF THE “RELEASEES” NAMED BELOW, (c)
there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not
known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND
ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR A LOSSES, COSTS,
AND DAMAGES I incur as a result of my participation or that of the minor in the activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Team River
Runner, Inc., and their representatives, administrators, directors, agents, coaches,
employees, and volunteers; other participants, grantors, sponsoring agencies,
sponsors, advertisers, other participants; and, if applicable, the owners, operators, and
lessors of premises on which the activities or events take place (each considered one of
the “RELEASEES” herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES,
INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMAGES ON MY ACCOUNT
CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE
NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim on any of the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

4. Life Jacket Use. Undersigned agrees to wear a life jacket when participating in any water-based boating activity. Undersigned understands that not wearing a life jacket is the leading cause of drowning for boating incidents and in many states is required by law. Undersigned agrees to assume full responsibility for complying with this paragraph and that Released Parties shall not be liable for any injury or damages resulting from failure to wear a life jacket.

5. Helmet Use. Undersigned agrees to use a helmet when participating white water kayaking. Undersigned understands that a helmet is in no way a guarantee of safety and that no helmet can protect the wearer against all foreseeable impacts to the head, and that the activities can expose the Participant to forces that exceed the limits of protection provided by a helmet. Undersigned agrees to assume full responsibility for complying with this paragraph and that Released Parties shall not be liable for any injury or damages resulting from Participant’s failure to use a helmet.

6. Miscellaneous. Undersigned agrees (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this agreement shall be governed by the laws of the State of Maryland and the exclusive jurisdiction and venue for any claim shall be located in the state courts located in Montgomery County, MD; and (c) this agreement shall be binding upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.

I have carefully read this agreement and understand its contents. I am aware that I am releasing legal rights that otherwise may exist.

Recipient of equipment name: ____________________________
Recipient of equipment signature: ____________________________
TRR Chapter Coordinator name: ____________________________
TRR Chapter Coordinator signature: ____________________________