



# Buckeye Recreation Center Canoe Rental Form

## Town of Beech Mountain Parks & Recreation Department

Buckeye Recreation Center • 1330 Pine Ridge Rd, Beech Mountain, NC  
828-387-3003 • [www.beechrecreation.org](http://www.beechrecreation.org) • [buckeyerec@townofbeechmountain.com](mailto:buckeyerec@townofbeechmountain.com)

Name(s)			Date	
Permanent Address		City	Prov./State	Postal Code
Home Phone Number		eMail Address (optional)		

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

**For purposes of this Agreement and Release, the Town of Beech Mountain, (TOBM) as used herein, shall include the Beech Mountain Parks & Recreation Department and Buckeye Recreation Center and their affiliates, directors, supervisors, staff, contractors, and any and all other employees.**

**PLEASE READ THE FOLLOWING RELEASE CAREFULLY BEFORE SIGNING**

This agreement limits the liability for TOBM regarding rented equipment and participation in tours, excursions, demonstrations, lessons and any and all other forms of activity related to the use of TOBM rental equipment. TOBM offers rentals, tours, excursions and instruction for alpine snowshoeing for all ages and abilities.

I am aware that canoeing is a hazardous sport that includes certain risks and dangers, including the risk of serious injury or death. In accordance with North Carolina Law, I voluntarily accept full responsibility for all risks involved, including risks inherent in canoeing and the environment area involved. I accept my responsibility to canoe safely at all times, to abide by the rules and regulations of rentals as set forth by TOBM, all posted behavior notices and any other TOBM rules and policies. Any equipment I use while canoeing I use at my own risk. I freely accept and assume all risks of injury or death that may occur while using this equipment including while participating in a tour, excursion or private lesson.

This Release, as to rental of equipment and participation in tours, excursions and lessons, is also binding as to any other persons, including any and all family members, heirs, and executors. I also understand that all types of mountain recreation are hazardous sports and accept and assume the inherent risks of the mountain recreation including but not limited to: Changing weather conditions; water conditions; weather conditions, shallow water; other types of equipment on trails and on the water surface or in the water; posts, poles, beams, bridges, steps, signs, overlooks, and any and all other structures and their components that may be used along the suggested path of the tour, excursion, or lesson; collisions with others and the recreational user's failure to participate within their own individual ability. In using equipment and recreating at the area, such dangers are recognized and accepted whether they are marked or unmarked. The user of equipment realizes that falls and collisions and other accidents do occur and that serious injury or death may result and, therefore, assumes the burden of being in control at all times.

I accept for use in its "as is" condition, any equipment described in this form and accept full responsibility for its care while it is in my possession. I will be responsible for the replacement at full retail value of any equipment rented under this agreement which is lost, stolen or damaged. Failure to promptly return the rental equipment at the end of a tour, within the set limits of a rental, or upon completion of an excursion or lesson will hold me accountable for any and all related costs, fines and fees as associated with my negligence and failure to comply with said return policies and may result in criminal prosecution and a full retail charge for the value of the rental equipment. To avoid any additional charges the equipment must be returned in clean condition. I agree to check the equipment before each use and will not use the equipment if any parts are worn, missing or damaged. I am also financially responsible for any loss or damage to the equipment, other than reasonable wear and tear, which results from my use of the equipment.

I have made no misrepresentations to the TOBM in regard to my height, weight, age, or level of ability. I agree that if any portion of this agreement is held to be invalid, the remaining terms shall continue to be in full force and effect. This agreement shall be binding upon any other persons, including my family members, my heirs, next of kin, executors, administrators, assigns, and representatives. I hereby release, hold harmless and indemnify TOBM and any of its affiliates, employees, agents, members, contractors, directors, and officers from all claims for any injury or damage resulting from my rental of equipment, my participation in tours, excursions or lessons, and/or my travel to and from TOBM facilities and said services.

**I, the undersigned, have read, understand and agree to the terms listed in this agreement and understand that this agreement shall be effective for the entire 2014-15 season unless sooner terminated by me in writing to TOBM.**

**Name (of participant and/ or renter):** \_\_\_\_\_

**Signature of Participant and/or Renter:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **TIME** \_\_\_\_\_

**Parent/Guardian Name:** \_\_\_\_\_ **Return TIME** \_\_\_\_\_

**Signature of Parent or Legal Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Name of Participants (Age if Under 18) limit 4 per canoe			