



Riverview Ranch and Resort

BOATING LIABILITY RELEASE FORM

(form updated 3/11/24)

This is an agreement and a covenant to release Riverview Ranch LLC, Riverview Resort LLC (dba Riverview Ranch and Resort) (hereinafter referred to collectively as “the Ranch”), and Roger L. Burton and Sabina L. Burton, owners, employees, representatives, officers, and agents, its Board of Directors, committees, affiliates, coaches/trainers/instructors, and volunteers (hereinafter referred to collectively as “the Wranglers”) from liability when you rent or utilize or transport a boat on or off property.

I (THE PERSON SIGNING AND BEING BOUND BY THIS RELEASE IS HEREAFTER REFERRED TO AS “I”) am releasing valuable and important rights by this liability release and it is critical that I read and understand this release. I agree as a precondition to my participation in any activity described above (hereinafter referred to collectively as “the Event”) to be strictly bound by the terms of this Release.

1. **Certification of Review of Release.** I agree to read, and will ask questions I may have, until I certify by signing this form that I understand the terms and conditions and I agree to such terms and conditions.

***INITIALS:** - Adult(s) 1. _____ 2. _____ 3. _____ 4. _____ 5. _____

2. **ACKNOWLEDGMENT OF REQUIRED SAFETY COURSE:** I understand that boat renters/operators are required to take a DNR and NASBLA approved safety course prior to going out on a rental boat unless they can demonstrate compliance with the Illinois Boating Safety Certificate requirements (625 ILCS 45/5-18). I understand that the Ranch is required by Ill. Admin. Code tit. 17 § 2080.75 (c) to maintain records of persons renting a watercraft for a period of at least one year and that those records shall contain proof of boat safety education card or, if taking the abbreviated safety instruction, a minimum of the renter's name, date of birth, driver's license number (if available) and signature. Abbreviated (16 minute) course: rentalboatsafety.com/canoes-kayaks.

3. **ACKNOWLEDGMENT OF RISKS OF ENGAGING IN BOATING ACTIVITIES:**
I acknowledge that boating is an inherently dangerous activity involving significant elements of risk of drowning and other possible injuries and that children under 13 must wear life vests in the boat.

4. **EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:**
I covenant that I will inspect to my full satisfaction all the equipment provided by the Ranch (such as boat, paddles, life vests, and whistles) and I will assume responsibility for patent and latent defects or other involvements of such equipment in any accident which causes injury, damage, or death. I covenant that I am capable, and I am competent to conduct an inspection of the equipment. I covenant that I am capable, and I am competent to operate the boat at the level in which I engage. I specifically and intentionally release the Ranch and Wranglers from liability arising from any accident which causes injury or death caused by or arising out of such equipment or Wranglers. I covenant to operate the boat only within the following limits:

Canoe - Max weight (people): 695 lbs., (total - including equipment): 775 lbs.

Max wt. of individual: 250 lbs. Max number of persons in canoe: 5.

Kayak - Max wt.: 225 lbs. Max number of persons in kayak: 1.

I expressly assume the risk of and legal responsibility for injury, loss, or damage to me, children under my care, or to my property that results from participation in the Event. I agree to assume full responsibility for the risks identified herein as well as those risks not specifically identified. I expressly assume full responsibility for property damage and personal injury or accidents of every type and degree including, but not limited to, eye damage, cuts, scrapes, scratches, contusions, concussions, shock, water ingestion, drowning, death, pain, suffering and any resulting expenses. Finally, I expressly extend my assumption of risk and my responsibility for that risk to all equipment I use and my use of Wranglers and their instruction. I warrant I will inspect all equipment and wranglers used to my satisfaction prior to my full and exclusive assumption of the risk arising from or out of such use. I fully understand the risks and dangers associated with my, and/or my child's (or my personal representative, heirs or assigns) participation in the Event, and accept same entirely at my own risk.

5. USE OF MY IMAGE FOR ADVERTISING PURPOSES:

I consent to the use of my image in photographs and videos for advertising purposes.

6. AUTHORIZATION FOR MEDICAL TREATMENT:

I hereby authorize any medical treatment deemed necessary in the event of any injury to me while participating in the Event. I either have appropriate insurance or, in its absence, agree to pay all costs for medical services as may be incurred on my behalf.

7. PAYMENT OF ATTORNEY FEES TO PREVAILING PARTY:

I understand that lawsuits violative of this release are burdensome and unwarranted and I specifically agree that if I file a lawsuit against the Ranch or its Wranglers, and if any or all of those parties prevail in that lawsuit then I will pay all lawyer's fees, court costs, and other litigation costs incurred by them in defending such a lawsuit.

8. COVENANT NOT TO SUE:

In consideration for my being allowed to participate in the Event I, for myself and my heirs, assigns and personal representatives, do hereby covenant not to sue and I release the Ranch and its Wranglers from all liability for injury, death, property damage, or any other loss sustained by me or my child (or the child I am representing) as a result of my/their participation in the Event, due to any cause whatsoever including, without limitation, negligence on the part of the Ranch or its Wranglers and waive any claim for damages arising, including the Ranch or its Wranglers' own negligence, regardless of whether such negligence is the partial or sole cause of any injury, damage or death, including property damage. I also agree to protect, indemnify, and save the Ranch and its Wranglers harmless from all claims, demands and causes of action of every kind and character, including, but not limited to attorney's fees and other legal costs and expenses arising in my favor or in favor of my heirs, assigns, personal representatives and estates on account of any injuries or death, which I may suffer.

9. SEPARABILITY; ILLINOIS LAW TO APPLY:

If any provision of this agreement is found to be unenforceable by a court of competent jurisdiction or by an arbitrator or panel of arbitrators, all other provisions shall remain in full force and effect. This agreement shall be governed by the laws of the State of Illinois.

Adult Release

I certify I have read this entire release and that I meet the safety requirements. I certify I understand this release. I agree to be bound by the terms and conditions of this release.

1. Name: _____ Sig: _____ Date: _____
Rental Boat Operator: DOB _____ Drv Lic #(if avail) _____ St: _____
2. Name: _____ Sig: _____ Date: _____
Rental Boat Operator: DOB _____ Drv Lic #(if avail) _____ St: _____
3. Name: _____ Sig: _____ Date: _____
Rental Boat Operator: DOB _____ Drv Lic #(if avail) _____ St: _____
4. Name: _____ Sig: _____ Date: _____
Rental Boat Operator: DOB _____ Drv Lic #(if avail) _____ St: _____
5. Name: _____ Sig: _____ Date: _____
Rental Boat Operator: DOB _____ Drv Lic #(if avail) _____ St: _____

Guardian Release (required for children under 18)

I certify that I am the guardian of the boater(s)/participant(s) listed below. I have full and complete authority to execute this release on their behalf. I certify I have read this entire release. I certify I understand this release. I agree that the boater(s)/participant(s) and I shall be bound by the terms and conditions of this release. I understand that this document contains a promise not to sue the Ranch or its Wranglers and release and indemnify same for all claims.

1. Child name(s): _____ DOB: _____, _____ DOB: _____

Print Guardian's Name: _____ I am the legal guardian of all minors listed above and will be present during the event.

Guardian Sig: _____ Date: _____

2. Child name(s): _____ DOB: _____, _____ DOB: _____

Print Guardian's Name: _____ I am the legal guardian of all minors listed above and will be present during the event.

Guardian Sig: _____ Date: _____