

Rivers End Kayaking Tours LLC

Terms of Service

Welcome to Rivers End Kayaking Tours! Before you participate in any of our kayaking tours, we kindly ask that you carefully read and fully understand the following Terms of Service Agreement. By signing up for and participating in any of our kayaking tours, you acknowledge that you have read, understood, and agreed to comply with all terms and conditions outlined below:

Assumption of Risk:

- a. The participant acknowledges that kayaking involves inherent risks and dangers, including but not limited to, capsizing, collision with objects, natural hazards, adverse weather conditions, and the potential for injury or death.
- b. The participant voluntarily assumes all risks associated with kayaking and agrees to release and hold harmless Rivers End Kayaking Tours LLC, its owners, employees, guides, and agents from any liability arising from participation in the kayaking tour.

Participant Responsibilities:

- a. The participant agrees to follow all safety instructions provided by Rivers End Kayaking Tours LLC's staff or guides.
- b. The participant is responsible for their own safety and well-being during the kayaking tour, including the use of appropriate safety equipment, adherence to rules and regulations, and maintaining proper physical fitness.

Acknowledgment of Physical Condition:

- a. The participant acknowledges that they are solely responsible for assessing their own physical fitness and determining whether they have any medical conditions or limitations that may affect their ability to safely participate in the kayaking tour.

Non-Liability for Pre-Existing Conditions:

- a. Participants acknowledge that Rivers End Kayaking Tours LLC is not liable for any injuries, complications, or aggravation of pre-existing medical conditions or injuries that participants may have.
- b. It is the responsibility of participants to disclose any pre-existing medical conditions or injuries to Rivers End Kayaking Tours LLC prior to the kayaking tour.
- c. By participating in the tour, participants affirm that they have disclosed any relevant pre-existing medical conditions or injuries to Rivers End Kayaking Tours LLC, and they understand that failure to disclose such information may result in an increased risk to their health and well-being.

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d. Participants assume all risks associated with their pre-existing medical conditions or injuries and agree that Rivers End Kayaking Tours LLC and its staff or guides shall not be held liable for any consequences arising from such conditions or injuries during the kayaking tour.

Child Participation:

- a. Participants under the age of 18 must be accompanied by a parent or legal guardian during the kayaking tour.
- b. The accompanying parent or legal guardian assumes full responsibility for the child's safety, well-being, and compliance with all safety instructions during the kayaking tour.

Waiver and Release of Liability:

- a. The participant releases Rivers End Kayaking Tours LLC, its owners, employees, guides, and agents from any claims, demands, or causes of action arising out of or related to participation in the kayaking tour.
- b. This release covers liability for negligence, breach of contract, or any other legal theory, to the fullest extent permitted by law.

Emergency Medical Treatment:

- a. In the event of an emergency or injury, the participant acknowledges and authorizes Rivers End Kayaking Tours LLC or its authorized representatives to seek and administer necessary medical treatment on their behalf. The participant understands and agrees that Rivers End Kayaking Tours LLC and its representatives shall not be held liable for any medical treatment administered in good faith.

Weather and Safety Conditions:

- a. Rivers End Kayaking Tours LLC reserves the right to modify or cancel kayaking tours in the event of unsafe weather or water conditions, as determined by the company's staff or guides. This includes, but is not limited to, severe weather, high winds, heavy rain, thunderstorms, or other conditions that may pose a risk to participant safety.
- b. Participants must comply with any decisions made by Rivers End Kayaking Tours LLC regarding tour modification or cancellation due to weather or safety concerns. The company's staff or guides have the final authority to determine whether it is safe to proceed with the tour, and participants must respect and adhere to their instructions.
- c. Rivers End Kayaking Tours LLC shall not be held liable for any inconvenience, costs, or damages incurred by participants as a result of tour modification or cancellation due to weather or safety conditions. Participant safety is of utmost importance, and decisions made in this regard are made to ensure the well-being of all participants.

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d. Participants are encouraged to check with Rivers End Kayaking Tours LLC prior to the tour for any weather-related updates or inquiries regarding potential tour modifications or cancellations.

Equipment Use and Inspection:

- a. Participants agree to use the kayaking equipment provided by Rivers End Kayaking Tours LLC in a responsible manner, following all instructions and guidelines provided by the company's staff or guides.
- b. Prior to using the equipment, participants shall conduct a thorough inspection to ensure its safety and functionality. Participants agree not to use any equipment that appears to be damaged or defective and to promptly report any issues to the company's staff or guides.
- c. By using the kayaking equipment, participants assume responsibility for their own safety and well-being, understanding that the proper inspection and use of the equipment is essential for minimizing risks and hazards associated with kayaking.
- d. Rivers End Kayaking Tours LLC shall not be held liable for any accidents, injuries, or damages resulting from the improper use of equipment or failure to inspect it for damage or defects prior to use by the participants.

Personal Insurance:

- a. Participants are strongly recommended to obtain their own personal insurance coverage, such as health or travel insurance, to protect themselves against any personal injuries, medical expenses, or property damage that may occur during the kayaking tour.
- b. Rivers End Kayaking Tours LLC does not provide personal insurance coverage for participants and shall not be held responsible for any costs or liabilities resulting from such incidents.
- c. It is the sole responsibility of participants to ensure that they have appropriate insurance coverage for the duration of the tour.

Assumption of Responsibility for Property:

- a. The participant acknowledges and agrees to assume full responsibility for their personal belongings and any equipment provided by Rivers End Kayaking Tours LLC during the kayaking tour. The participant understands that Rivers End Kayaking Tours LLC shall not be held liable for any loss, damage, or theft of personal property.
- b. It is the participant's responsibility to safeguard their personal belongings and ensure their proper storage during the kayaking tour.

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Force Majeure:

- a. Rivers End Kayaking Tours LLC shall not be held liable for any failure or delay in the performance of its obligations under this agreement if such failure or delay is due to unforeseen events or circumstances beyond its reasonable control, including but not limited to natural disasters, acts of God, war, terrorism, civil unrest, or other emergencies ("Force Majeure Event").
- b. In the event of a Force Majeure Event, Rivers End Kayaking Tours LLC may, at its sole discretion, reschedule the tour to a later date, provide a refund, or cancel the tour. Rivers End Kayaking Tours LLC will make reasonable efforts to communicate any changes or cancellations to participants in a timely manner.
- c. Participants understand and agree that in case of a Force Majeure Event, Rivers End Kayaking Tours LLC shall not be held liable for any losses, damages, or inconvenience incurred by participants, including but not limited to travel expenses or accommodation fees.

Safety Briefing:

- a. Participants will receive a comprehensive safety briefing before the kayaking tour. During the safety briefing, participants will be informed about potential risks, safety procedures, and emergency protocols.
- b. It is of utmost importance that participants pay full attention during the safety briefing and carefully follow all instructions provided by the company's staff or guides.
- c. Participants acknowledge that the safety briefing is a crucial component of ensuring a safe and enjoyable kayaking experience. By participating in the tour, participants affirm their commitment to actively engage in the safety briefing and comply with all safety guidelines and instructions.

Modification or Cancellation of Tours:

- a. Rivers End Kayaking Tours LLC reserves the right to modify or cancel a kayaking tour due to unforeseen circumstances, including but not limited to inclement weather, safety concerns, or insufficient participation. In such cases, Rivers End Kayaking Tours LLC will make reasonable efforts to provide advance notice to the participants.
- b. If a tour is modified or canceled by Rivers End Kayaking Tours LLC, participants will be offered the option of rescheduling the tour for a later date, subject to availability. Alternatively, participants may be eligible for a refund as outlined in Rivers End Kayaking Tours LLC's refund policy, which will be provided upon request.

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c. Rivers End Kayaking Tours LLC shall not be held liable for any costs or damages incurred by participants as a result of tour modification or cancellation, including but not limited to travel expenses or accommodation fees. Participants are encouraged to consider travel insurance to protect against such unforeseen circumstances.

Non-Refundable Deposits or Cancellation Fees:

a. Participants acknowledge that a non-refundable deposit may be required to secure a reservation for the kayaking tour. The specific amount and payment terms of the deposit will be communicated to participants during the reservation process.

b. In the event of participant cancellation, the following cancellation fees shall apply:

i. If cancellation occurs within [X] days/weeks/months prior to the scheduled tour date, a cancellation fee of [amount or percentage] of the total tour cost will be charged.

ii. Participants will be responsible for any applicable cancellation fees as outlined above and agree to promptly settle such fees within the specified timeframe communicated by Rivers End Kayaking Tours LLC.

c. Rivers End Kayaking Tours LLC reserves the right to waive or modify cancellation fees on a case-by-case basis, at its sole discretion.

d. Any refunds, if applicable, shall be processed in accordance with Rivers End Kayaking Tours LLC's refund policy, which will be provided upon request.

Right to Refuse Service:

a. Rivers End Kayaking Tours LLC reserves the right to refuse service to any participant who fails to meet the physical, health, or other requirements specified by the company, or who exhibits behavior that may endanger themselves, other participants, or the smooth operation of the kayaking tour.

b. The company may establish specific requirements, such as minimum age, physical fitness, swimming ability, or health conditions, that participants must meet to ensure their safety and the safety of others during the tour.

c. Participants acknowledge and agree that it is their responsibility to ensure they meet the specified requirements and to provide accurate and truthful information regarding their physical condition, health, or any other factors that may impact their ability to safely participate in the kayaking tour.

d. In the event that a participant fails to meet the specified requirements or exhibits behavior that may jeopardize safety or the tour's smooth operation, Rivers End Kayaking Tours LLC may refuse service, and the participant shall not be entitled to any refund or compensation for the unused portion of the tour.

e. The decision to refuse service will be made at the discretion of Rivers End Kayaking Tours LLC's staff or guides, whose primary concern is the safety and well-being of all participants.

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f. Rivers End Kayaking Tours LLC will make reasonable efforts to communicate the reasons for refusal of service to the participant in a respectful and timely manner.

Code of Conduct:

- a. Participants are required to adhere to a code of conduct during the kayaking tour, which includes maintaining respectful behavior towards other participants, guides, and the environment.
- b. Participants shall treat fellow participants, guides, and staff of Rivers End Kayaking Tours LLC with respect, courtesy, and consideration, fostering a positive and inclusive atmosphere throughout the tour.
- c. Participants shall follow all instructions and guidelines provided by the company's staff or guides regarding safety, environmental conservation, and any specific regulations or requirements related to the kayaking tour.
- d. Any violation of the code of conduct, including but not limited to disruptive behavior, harassment, or disregard for safety instructions, may result in immediate removal from the tour without any refund or compensation.
- e. Rivers End Kayaking Tours LLC reserves the right to take appropriate action, at its sole discretion, to address any violations of the code of conduct, which may include notifying relevant authorities or pursuing legal action if necessary.
- f. Participants understand and agree that adhering to the code of conduct is essential for maintaining a safe, enjoyable, and respectful environment for all participants and preserving the natural surroundings.

Photography and Marketing:

- a. During the kayaking tour, Rivers End Kayaking Tours LLC may take photographs or videos of the participants. The participant acknowledges and agrees that Rivers End Kayaking Tours LLC has the right to use these images for marketing or promotional purposes, while respecting the privacy of the participants.
- b. Rivers End Kayaking Tours LLC will make reasonable efforts to ensure that participants' privacy is respected and that any personally identifiable information will not be disclosed in conjunction with the promotional use of photographs or videos.

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Witness and Testimonial Release:

- a. Participants acknowledge and agree that Rivers End Kayaking Tours LLC may request their participation in providing testimonials or acting as witnesses for promotional purposes related to the kayaking tour.
- b. By participating in the kayaking tour, participants grant Rivers End Kayaking Tours LLC the right to use their testimonials, statements, or likeness, including photographs or videos, for promotional or marketing materials, both online and offline.
- c. Participants understand and agree that their testimonials or witness statements may be used in various marketing channels, such as websites, social media, brochures, or other promotional materials.
- d. Participants further acknowledge that they will not receive any compensation or financial remuneration for providing testimonials or acting as witnesses, and their participation is voluntary.
- e. Participants affirm that any testimonials or witness statements they provide are true and accurate to the best of their knowledge and that they have no objection to their use by Rivers End Kayaking Tours LLC for promotional purposes.
- f. If participants do not wish to provide testimonials or act as witnesses, they must notify Rivers End Kayaking Tours LLC in writing prior to or during the kayaking tour.
- g. Rivers End Kayaking Tours LLC will respect participants' decision if they choose not to participate in providing testimonials or acting as witnesses, and it will not affect their participation in the kayaking tour or any services provided by the company.

Alcohol and Drug Policy:

- a. Participants must not be under the influence of alcohol or drugs that impair their judgment or physical abilities during the kayaking tour. It is strictly prohibited to consume or possess alcohol or illegal substances while participating in the tour.
- b. Rivers End Kayaking Tours LLC reserves the right to refuse participation or remove any participant from the tour who is found to be in violation of this policy. The safety of all participants is of utmost importance, and individuals who are under the influence may pose a risk to themselves and others.
- c. Participants acknowledge and agree that if they are found to be in violation of the alcohol and drug policy, they will not be entitled to any refund or compensation for the unused portion of the tour.
- d. By participating in the kayaking tour, participants affirm that they will comply with the alcohol and drug policy and understand the potential consequences of non-compliance, including immediate removal from the tour without refund.

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Indemnification:

a. The participant agrees to indemnify and hold harmless Rivers End Kayaking Tours LLC, its owners, employees, guides, and agents from any claims, damages, or losses arising from the participant's actions or omissions during the kayaking tour.

Severability:

If any provision of this liability agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Governing Law and Jurisdiction:

This liability agreement shall be governed by and construed in accordance with the laws of Ohio. Any disputes arising out of this agreement shall be resolved in the courts of Ohio.

Governing Law and Venue for Disputes:

- a. This liability agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- b. Any disputes arising out of or relating to this agreement shall, to the extent possible, be resolved through good-faith negotiation between the parties.
- c. If the parties are unable to resolve a dispute through negotiation, they agree to consider alternative dispute resolution methods, such as arbitration or mediation, to potentially streamline the legal process.
- d. In the event that litigation is necessary, the parties agree that any legal action or proceeding arising out of or related to this agreement shall be exclusively held in the courts of Ohio, and the participant consents to the personal jurisdiction of such courts.