

MOST HIGH ADVENTURE OUTFITTERS POLICIES AND WAIVERS

As of: January 22, 2009

Persons per boat: For your safety, comfort and enjoyment we permit 2 adults per canoe or tandem kayak and one small child [50 lb. maximum] in an accessory add on seat. **NO 3rd ADULT ALLOWED.**

Our Basic Rental Season: April 1 - November 31. We may allow trips earlier or later in the season. Contact us for more information. We are "open" 7 a.m. to 6 p.m. 7 days per week, during the season. Trip departure and pick up times (operational hours) may be earlier or later than our "open" hours. Spring break group expeditions to warm regions will be scheduled for March and April each year.

Trip Times: Trip times depend on which trip chosen, the paddlers' rate and water conditions. **You must arrive at the rental site a minimum of 30 minutes ahead of launch time to be fitted with a PFD and paddle. Be late, and you may be left behind and lose your reservation and your deposit. Be late for exit time and you may lose your deposit (adequate time is scheduled for a leisurely trip).** Being on time is a courtesy to others, the same courtesy you would prefer!

Reservations: Reservations are required for groups. Weekend and holiday reservations must be made 2 weeks prior to launch date. A reservation deposit of \$35 per person is required. The deposit rolls over to become a late/damage deposit for each canoe/kayak rented. We will refund your late/damage deposit after all equipment is returned undamaged on time. Reservation deposit and the full rental fee plus sales tax must be received 2 weeks prior to launch date for groups and multi-day expeditions. This allows us to make preparations for your trip in advance and to minimize departure delays. If you are not exactly sure of the number of rentals required, reserve what you are sure of and let us know as soon as possible of any additions. We'll do our best to accommodate you. Minor adjustments to supplied gear is generally not a problem.

Cancellation & Reservation Deposit Refund Policy: Reservation Deposits are required for a number of reasons. First we have to pay overhead staff to answer customer inquiries and to assist customers in trip planning and reservation bookings. Second, with a reservation deposit received, MHAO and the customer have a binding agreement to one another whereby MHAO, subsequent to receipt of a reservation deposit, is obligated to ensure that the customer has clean and fit, gear, supplies, shuttles, and/or guides ready for the customer's scheduled arrival. A driver's license with credit card deposit is required for on-site rentals.

Once the customer pays for the trip/rental in full, the Reservation Deposits are then rolled over to become Damage/Late Deposits. Upon completion of your rental or trip, the Damage/Late Deposit is refundable according to the Damage/Late Deposit policy. Damage/loss fees are not limited to the amount of the damage/late deposit. MHAO reserves the right to charge up to the full retail value (including sales tax) of the equipment damaged, lost or otherwise unaccounted for.

Cancellations due to **severe weather** are not only allowable but encouraged. Unseasonably hot, cool, breezy, or light rainfall (defined as less than .25 inches per hour) are not permissible weather conditions to allow a refund. Severe weather is defined as:

- Rain falling at the rate of .25 inches per hour or greater.
- Wind blowing or gusting in excess of 25 MPH.
- If the National Weather Service (NWS) issues a severe weather watch or warning for the county or counties included in the outing and covering the planned time period of the trip, 30% or more of the trip duration.

Trip refunds and rescheduling: For severe weather event or forecast coinciding with the period of rental or departure of a single or multi-day outing with the severe weather occupying greater than 30% of the planned trip duration, the reservation deposit and rental fees may be refunded for the single or partial day's rental period paid for.

In the case of a multi-day rental or outing a pre departure refund is offered for the period of the severe weather, watch or warning, as a percentage of the planned trip, or, if the severe weather or watch or warning coincides with greater than 30% of the planned outing time period the entire trip cost (that was prepaid) can be refunded in full prior to departure. For Multi day trips 30% of the outing time is defined as 1 1/2 days out of 5 is 30%, 2 days out of 5 is 40%. Once a trip or rental has departed, there are no refunds unless severe weather in the second half of the trip requires the trip to be cut short. In this case, 50% of the pro-rated unused rental time is refundable, or you can choose to receive a full credit for the unused rental time, to be rescheduled at a later date.

Cancellations due to Extenuating Circumstances The regional manager of MHAO does have the discretion to offer reapplication of prepaid reservation deposits and prepaid rental fees for rescheduled trips for extreme or dire extenuating circumstances. For example, if the group, while on the way to pick up gear and or depart for an outing is involved in a serious automobile accident where major vehicle damage (not a fender bender) where bodily injury or worse is incurred by MHAO customers, then this trip can be rescheduled or refunded.

Late or Lost Party and Gear Recovery Charge Evening retrieval of lost parties and gear. We must charge \$50 per hour to dispatch a power boat to recover lost gear or parties that are in excess of 1 hour late arriving at the pick up point. This recovery service is not available at all locations, and is over and above the forfeited damage/late deposits.

MHAO does not provide official search and rescue or emergency medical services. However, if we have a recovery boat available we may dispatch it to retrieve lost gear and paddlers.

Trip/Rental Fees: See Rental Fees. These vary due to trip length chosen and how many rentals. There are discounts for larger groups. Single day rental rates are presented below.

	Group Size								Damage or Replacement Cost
	1 – 8		13 - 24		25 - 40		More than 40		
Kayaks	1/2 Day	Full Day	1/2 Day	Full Day	1/2 Day	Full Day	1/2 Day	Full Day	
Solo	\$35.00	\$40.00	\$33.00	\$38.00	\$31.00	\$36.00	\$29.00	\$34.00	\$450.00
Tandem	\$56.00	\$64.00	\$54.00	\$62.00	\$52.00	\$60.00	\$50.00	\$58.00	\$550.00
Expedition	\$60.00	\$70.00	\$58.00	\$68.00	\$56.00	\$66.00	\$54.00	\$64.00	\$1,000.00
Canoes									
Solo	\$30.00	\$35.00	\$28.00	\$33.00	\$26.00	\$31.00	\$24.00	\$29.00	\$600.00
Tandem	\$40.00	\$50.00	\$38.00	\$48.00	\$36.00	\$46.00	\$34.00	\$44.00	\$750.00
3rd seat	\$50.00	\$60.00	\$48.00	\$58.00	\$46.00	\$56.00	\$44.00	\$54.00	\$800.00

Lost or Damaged Equipment: Renters are financially responsible for the safe return of all rented equipment, including loss or damage in excess of the \$35 damage deposit.

Alcohol: Alcohol and other substances may impair judgment and reduce a participant’s ability to effectively manage the risks associated with Most High Adventure Outfitters rental activities. We intend to limit the use of alcohol. Hard liquor is not allowed. We also refuse our services to anyone who in management’s opinion is intoxicated or under the influence of another substance.

SAFETY

Comfortable Life jackets [U.S. Coast Guard approved Personal Flotation Device-PFD] are provided for each participant. **We highly recommend that any non-swimmers or anyone 13 years and under wear the provided PFD. Do not use the PFD to anchor, tie or to be used for any other reason.** Participants should wear appropriate clothing and water shoes or sneakers. **Failure to adhere to these and other safety precautions may result in injury or death. No diving allowed! Swimming or wading is done at participant’s own risk.**

On any trips where log jams or dams of any type are encountered, participants must portage around said jams or dams if there is no pass through.

Some of our trips go through private property. Please be respectful.

ONE FAMILY PER FORM ONLY

GROUP NAME: _____

Most High Adventure Outfitters

CANOE/KAYAK TRIP

STATEMENT OF AWARENESS

ASSUMPTION OF RISKS, AND RELEASE OF LIABILITY AND ACCEPTANCE OF ALL MHAO TERMS, CONDITIONS, AND POLICIES

Parent or Guardian Name: _____

Minor Children's Name(s) (if under 18): _____

Address: _____

Phone: _____ email: _____

Date: _____

ACKNOWLEDGMENT OF RISKS

Please read this document carefully before signing. In consideration of the opportunity to rent or otherwise use certain equipment and/or participate in activities offered by Most High Adventure Outfitters, I agree on behalf of myself, and on behalf of all minors for whom I am parent of guardian, to the terms of this Release of Liability. I am aware that in signing this document on my behalf, or on behalf of my minor child and/or ward, for participation in Most High Adventure's Canoeing/Kayaking Trip (hereinafter "activity"), that certain elements of the activity are physically, mentally, socially and emotionally demanding. Furthermore, I understand that certain risks and dangers exist in this activity which may result in serious injury. These risks include, but are not limited to, loss or damage to personal property, injury or fatality, changing water flow or currents, submerged and semi-submerged objects, varying wind and weather conditions, the presence of other watercraft, the speed at which I travel, the stability characteristics of a watercraft, collision, upset, overturned and sinking can result in getting wet, injured, exposed to the elements, drowning, and personal property damage or loss, that for swimmers and non-swimmers, wearing a U.S. Coast Guard approved flotation device is a basic safety precaution, that I may suffer accidents or illnesses in remote places where there are no available medical facilities, and my own negligence. I am aware that these are just some of the known risks and that there are other risks inherent in this activity both known and unknown.

In the case of guided trips I acknowledge that while my guide will make every reasonable effort to instruct me and minimize exposure to known risks, all dangers associated with the activity cannot be foreseen and all risks cannot be eliminated. I have a personal duty and responsibility to learn and follow all safety standards, guidelines, and procedures established by my guide and will make them aware at any point during the activity if I question my knowledge of these standards, guidelines, and procedures or my ability to participate. I also agree to act in a safe, responsible manner toward all other participants in the activity.

EXPRESS ASSUMPTION OF RISK AND PERSONAL RESPONSIBILITY

I understand ALL dangers (hazards and perils) and inherent risks associated with the Canoeing/Kayaking/Biking Trip. I further understand that there may be other risks both known and unknown. I confirm that I am physically and mentally capable of participating in the activity. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of Eco-Systems, Inc., d.b.a. Most High Adventure Outfitters, or others, and assume full responsibility for my participation.

RELEASE OF LIABILITY

In consideration of the service and facilities provided, I, for myself, and for my minor child, do hereby release, waive, and discharge Eco-Systems, Inc., d.b.a. Most High Adventure Outfitters, their officers, owners, employees, principals, directors, agents, and volunteers, all of whom for the purpose of this release are referred to as "Releasees", from any and all liability to the undersigned's personal representatives, assigns, heirs, and next of kin, for any of ANY AND ALL INJURY, DISABILITY, DEATH, or loss of damage to personal property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

IDEMNIFICATION

The undersigned hereby agrees to indemnify and save and hold harmless the Releasees aforementioned and each of them for any loss, liability, damage or cost Releasees incur to the undersigned's participation in the above-described activity, and whether caused by the negligence of the Releasees or otherwise, including but not limited to costs and attorney fees incurred as a result of defending any claim or demand made by the undersigned against Releasees.

SCOPE OF RELEASE AND IDEMNITY

The undersigned expressly acknowledges and agrees that the above-described activities are very dangerous and involve the risk of serious injury and/or property damage. The undersigned further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the State of Indiana, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Further, I give Most High Adventure Outfitters permission to use photo and video taken of participants in promotional materials.

IN SUMMARY: I agree to not sue Eco-Systems, Inc., d.b.a. Most High Adventure Outfitters, their officers, owners, employees, principals, directors, agents, and volunteers for anything.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE, WAIVER OR LIABILITY AND INDEMNITY AGREEMENT, AND FURTHER AGREES TO CONFORM TO THE POLICIES OF MOST HIGH ADVENTURE OUTFITTERS AND AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Minor Child's Name and Age: _____

Minor Child's Name and Age: _____

Minor Child's Name and Age: _____

Minor Child's Name and Age: _____

Parent's Signature: _____

Date: _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 - AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

PARENT/GUARDIAN'S SIGNATURE

EMERGENCY PHONE NUMBER(S)

Date Signed: