



# Saco Bound, Inc. Agreement, Rental Contract & Release of Liability

PO Box 119 Center Conway NH 03816 603 447-2177 sacobound.com

Group Leader, Please Print & Sign Back

**Name** \_\_\_\_\_ **Date Out** \_\_\_\_/\_\_\_\_/\_\_\_\_  
**Address** \_\_\_\_\_ **Date Back** \_\_\_\_/\_\_\_\_/\_\_\_\_  
**City** \_\_\_\_\_ **State** \_\_\_\_ **Zip** \_\_\_\_\_ **Phone#** \_\_\_\_\_  
**Auto Plate** \_\_\_\_\_ **Make & Model** \_\_\_\_\_

How did you hear of us? WEB BROCHURE AD REPEAT FRIEND OTHER \_\_\_\_\_ email: \_\_\_\_\_

I wish to rent from Saco Bound, Inc., under the following terms and conditions the canoes, kayaks, SUP boards, tubes and/or accessories. I will inspect all equipment to ensure that it is in safe and serviceable condition prior to departing. I acknowledge that I am fully responsible for any and all damage or loss. However, upon paying a damage waiver fee, I will not be responsible for accidental damage to the equipment, (values: Canoes \$900, Kayaks & SUP Boards \$800, Tubes, \$50 PFD, Paddles & other accessories \$40). I understand that this damage waiver fee does not cover loss, and I remain responsible for the return of all equipment to the place of rental, damaged or otherwise. If I am not using the Saco Bound shuttle services, I understand I am responsible for securing, in a safe manner, all equipment transported on my vehicle. I specifically recognize risks involved in transporting rented equipment if taking myself. I accept any and all of these risks of injury, death, damage to rental equipment or any other property. These risks include, but are not limited to, the rented equipment and/or racks coming untied or loose from the vehicle while in motion or otherwise. I agree to be at my assigned pick-up location at my appointed time. If late, I will be responsible for the fees for additional pick up runs, and \$20.00 per hour for additional employee cost. I understand there are no refunds for early returns, missed pickups, and that we pick up only drivers and Saco Bound equipment on overnight trips.

- **RESPECT NATURE – LEAVE NO TRACE!** Take out ALL that you bring in, don't trample plants or cut live trees and bury human waste/toilet paper in 6" of soil, not in the sand. No glass containers on the river! Leave as little impact on the environment as possible.
- **GROUPS:** Please respect the rights of others. Some people want to enjoy the PEACE AND QUIET.
- **PRIVATE LAND:** Most of the land along the Saco River is private property including sandbars & beaches. Respect the rights of those landowners who have posted their land and stay off and keep private property free of trash.
- **FIRES:** Fire permits are required for all open fires (sandbars only). Boats can melt from the heat of fires and hibachis
- **TAKE-OUT ETIQUETTE:** The take-outs can be busy. Move your gear and or boats as quickly as possible. Meet the shuttle in the assigned location and be ready for your pickup. Empty your boats of any trash and dispose of it properly. Many river access roads are one lane. Please drive conservatively at 5 MPH. **WE DO NOT GUARANTEE VEHICLE SAFETY** at parking lots.

**THE RISKS MENTIONED BELOW ARE SOME OF THE MOST OBVIOUS, SPECIFIC RISKS AND ARE MEANT TO BE HELPFUL TO YOU IN MAKING YOUR DECISION TO GO ON EXCURSION BUT ARE NOT IN ANY WAY A FULL LIST OF RISKS ON AN OUTDOOR EXCURSION.**

- **GOOD JUDGMENT:** I will exercise good judgment while crossing roads, swimming, (DIVING, BANK JUMPING), using rope swings or other potentially dangerous situations. Saco Bound, Inc., is not to be held responsible for poor judgment on my part. I realize the river environment is constantly changing and requires judgment decisions on my part.
- **LIFE JACKETS (PFD):** Each person must possess a PFD by law. We strongly recommend that all persons and especially non-swimmers and children wear their PFD any time they are on or near the water. There are no lifeguards at any Saco River facilities. Children 12 and under must wear their PFD at all times while on the water.
- **COLD:** I understand that when water and air temperatures are cold, the risk of hypothermia is great during a capsized. Numbness and loss of use of arms and legs can occur within seconds under these conditions.
- **HIGH WATER:** When the river is higher than normal trees that have fallen into the river, (STRAINERS) pose an extreme danger as you can get swept and be pinned indefinitely resulting in hypothermia or drowning. Deep swift water has obvious dangers in terms of swimming to safety and becoming trapped by the current.
- **SWAN'S FALLS DAM:** Swan's Falls Dam is 6.5 miles downstream from Saco Bound. You must know how to carry canoes, kayaks or other equipment around the dam on the right side. I realize there is danger to my life if I try to pass over or near the dam's edge, and that this danger is substantially increased in high water when the current is swift.
- **STEPS:** I realize that numerous river access points require negotiating STEEP STEPS, that should be done carefully, especially when the steps are sandy and/or wet. Also, steps and docks negotiability can be affected by changing river conditions.
- **HEAVY RAINFALL:** I realize that heavy rainfall may result in rapidly rising water levels and dangerous river conditions. Camp on high ground and tie your canoe or kayak to a live tree (sandbars are not high ground). River can rise many feet.
- **WATERCRAFT CAPSIZE & SUP BOARDS:** Boats & inflatables can flip over This can cause entrapment or being thrown into rocks, debris, strainers, docking systems or other items causing injury or death. This risk may increase if falling from a paddleboard.
- **ROCKS, OBSTACLES & RAPIDS:** Depending on water levels there may be areas of rapids, rocks & or obstacles in the river. Use caution, pull out and scout a safe route or portage around if it is safer to do so. Use extra caution at Walker's Rip, Redstone Rapids and any other sections with quick water and or obstacles.
- **HIRAM DAM:** I understand below the Hiram bridge is a Dam that can be dangerous. The take-out is above the bridge on left.
- **CHILDREN & SMALL ADULTS:** Please advise us of any persons in your group under 90 pounds

CASHIER'S INIT: \_\_\_\_\_ BREIFER'S INIT: \_\_\_\_\_

\_\_\_\_\_



# Saco Bound, Inc. Agreement, Rental Contract & Release of Liability

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## READ CAREFULLY -- WAIVER AND RELEASE OF LIABILITY

In consideration of Saco Bound, Inc., furnishing services and/or equipment to enable me to participate in canoeing, kayaking, tubing, camping, stand up paddle boards, organized programs and other outdoor activities, I agree as follows:

I fully understand and acknowledge that; (a) outdoor recreational activities have inherent risks, dangers and hazards and such exists in my use of canoes, kayaks, tubes, stand up paddle boards, camping and rafting equipment and my use of put-ins, take-outs, camping areas and transportation services; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Saco Bound, Inc.; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide or company decision making, including a misjudgment of terrain, weather, trail or river route locations, water level, risks of drowning while in a canoe or kayak and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Saco Bound, Inc., or by any other person. I further understand that alcohol will, and other substances may impair judgment and reduce a participant's ability to effectively manage the risks of water travel, camping and land activities; participants should inspect all unfamiliar areas of travel; participants should always wear a fastened life jacket (personal flotation device / PFD); participants should wear footwear which will provide protection from sharp objects, and which may minimize the risk of foot entrapment. Failure to adhere to these and other safety precautions may result in serious injury or death. I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Saco Bound, Inc., and its owners, agents, officers, related companies and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of canoes and kayaks or other equipment or my use of put-ins, take-outs, camping areas and transportation services. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Saco Bound, Inc. I also understand that by signing this document and acting in any manner as a group leader, consular, camp employee or an adult in a group that has participants under the age of eighteen that I have explained this entire release of liability and all information contained herein to any participants that is under the age of eighteen and confirm that the participant under the age of eighteen understands all risks involved in this activity and submits and is bound to this agreement in full. This agreement is entered into voluntary, and after careful consideration. I understand that it is binding agreement upon all persons in the group. If any part of this agreement is found by a Court or any other authority to be invalid, the remainder of the agreement nevertheless shall be in full force and effect. I have read & understand all information listed. I release Saco Bound Inc. from any claim of liability. Everyone over 18 must sign below and attest and agree to all terms and information contained in this contract, agreement and release of liability.

In addition, as Group Leader I authorize charges and agree to pay additional fees for being late or damaged / missing equipment for all persons in my group. 1 **Group Leader Signature** \_\_\_\_\_ Date of Birth : \_\_\_\_\_ Date: \_\_\_\_\_

2 Signature \_\_\_\_\_ Print \_\_\_\_\_

Date of Birth \_\_\_\_\_ Auto Plate \_\_\_\_\_ Cell# \_\_\_\_\_

3 Signature \_\_\_\_\_ Print \_\_\_\_\_

Date of Birth \_\_\_\_\_ Auto Plate \_\_\_\_\_ Cell# \_\_\_\_\_

4 Signature \_\_\_\_\_ Print \_\_\_\_\_

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10 Signature \_\_\_\_\_ Print \_\_\_\_\_

Date of Birth \_\_\_\_\_ Auto Plate \_\_\_\_\_ Cell# \_\_\_\_\_

11 Signature \_\_\_\_\_ Print \_\_\_\_\_

Date of Birth \_\_\_\_\_ Auto Plate \_\_\_\_\_ Cell# \_\_\_\_\_

12 Signature \_\_\_\_\_ Print \_\_\_\_\_

Date of Birth \_\_\_\_\_ Auto Plate \_\_\_\_\_ Cell# \_\_\_\_\_