Thank you for your interest in the leisure programs offered by St. Joseph County Parks. Please call 574/654-3155 to speak with park staff before completing this contract.

After you have thoroughly read the Leisure Program Agreement, please sign, initial and date the highlighted areas on both pages of the contract.

- Return the signed Leisure Program Agreement by mail or in person to St. Joseph County Parks, 32132 SR 2, New Carlisle, Indiana, 46552 or fax to: 574/654-3674 within five business days.

- Payment for the total amount of your program fee is due upon receipt of this letter.

- Please make checks (or money orders) payable to St. Joseph County Parks Department.

- Mail or bring payment to:
  St. Joseph County Parks
  32132 SR 2
  New Carlisle, IN 46552

PLEASE NOTE: We are unable to guarantee your reservation until we have received both your contract and payment.

More information about the leisure program you are interested in has been provided in the following information packet. We hope you find the information helpful and ask that you share the information with the others in your group. Please call 574/654-3155 if you have any questions.

We hope that you have a wonderful outing. Let us know how we can help!

Sincerely,

St. Joseph County Parks Staff
Canoe/Kayak Group Frequently Asked Questions

What are the options for canoe/kayak group rentals?
Group reservations are taken for Wednesday through Sunday, June through October, for groups of 6 to 20 canoes (12 to 60 people), 6-10 kayaks (6-12 people), or a combination of both.

Three trips are available: Keller to St. Patrick’s County Park, 4.5 miles with a 3-hour time limit, St. Patrick’s County Park to Niles Dam, 4.5 miles with a 3-hour time limit, or Keller Park to Niles Dam, 9.5 miles, with a 5-hour time limit. Please note Keller to Niles Dam trips are not available Friday-Sunday.

The two park shuttle vans each accommodate 14 passengers (28 total in the two vans). If your group is larger than 28 people, be aware that multiple trips would be required to transport your group.

What is included with a group rental?
Rental includes use of lifejackets, paddles, canoes, kayaks, and shuttle service.

How many people can fit in a canoe?
Our canoes are 15-foot aluminum crafts. The combined weight of persons in this type of canoe cannot exceed 450 pounds. This typically means up to two adults OR two adults and one child can ride in one canoe. There are only seats for two people in the canoe (front and back), the third will sit in the middle on the bottom of the canoe.

Single kayaks have a weight limit of 250lbs. and 450lbs. for a double kayak.

What are the rules for paddling?
All paddlers must wear a lifejacket at all times while in the vessel. Paddlers should stay seated and centered in their seat. The group is responsible for paying for any damage to the equipment including lost paddles, cushions, lifejackets, and vessels. We do not recommend children three years and under to participate in this activity and do not have lifejackets to accommodate children this small.

May we bring food and drinks?
Yes, but keep in mind that glass containers are not allowed in the park. It is unlawful for any person to possess or be under the influence of an alcoholic beverage or controlled substance while operating, or a passenger in a canoe or kayak or motor vehicle owned and operated by the St. Joseph County Parks Department. Park staff reserves the right to check coolers.

What is the cancellation and refund policy?
Cancellations due to weather or unsafe river conditions are at the discretion of the St. Joseph County Parks staff. We will phone you one day prior to your scheduled trip to attempt to reschedule if conditions are not safe. If it is not possible to reschedule the trip, a complete refund will be issued. If your group cancels following payment and up to two weeks prior to the trip date, 20% of the total fee will be withheld. For trip/vessel cancellations made within two weeks of the trip date, no refunds will be issued.

What do I do with the liability waiver?
The waiver is provided for schools, clubs, churches, and other groups where most of the participants are under the age of 18 and they will not have a parent or guardian present. If this applies to your group, please copy the waiver and distribute it to the parents or guardians of the participants. You may turn in the signed copies to the supervisor the day of your trip.
ST. JOSEPH COUNTY PARKS LEISURE PROGRAM AGREEMENT

Mail completed contract to:
St. Joseph County Parks
32132 SR 2
New Carlisle, IN 46552

Call 574/654-3155 with program questions

Checks payable to:
St. Joseph County Parks

Program Location
St. Patrick’s County Park
50651 Laurel Rd.
South Bend, IN 46637

Name: __________________________________ Phone: (______)__________________

Organization Name: ____________________________ Email: ____________________________

Address: __________________________________ City: __________________ State: ________ Zip: ________

Alt. Phone (______)__________________ Date of Program: ______________ # of Participants: ________

Time Frame of Program: ___________________ Grade/Age if majority of participants are under 18: ______________

Canoe/Kayak Group Rental (check all that apply):

<table>
<thead>
<tr>
<th>TRIP</th>
<th>FEE</th>
<th>TIME LIMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Keller to St. Patrick’s</td>
<td>$25/single kayak, $30/double kayak, $30/canoe</td>
<td>3 hours</td>
</tr>
<tr>
<td>St. Patrick’s to Niles</td>
<td>$25/single kayak, $30/double kayak, $30/canoe</td>
<td>3 hours</td>
</tr>
<tr>
<td>Keller to Niles</td>
<td>$35/single kayak, $40/double kayak, $40/canoe</td>
<td>5 hours</td>
</tr>
<tr>
<td></td>
<td>$12/vessel/shuttle</td>
<td></td>
</tr>
</tbody>
</table>

# Canoes ______ # of Single Kayaks ______ # of Double Kayaks ______ # of Personal Vessels ______

Departure Time: ___________________ PLEASE NOTE: Minimum of 6 rented vessels

Program Fees: _____________________ Total Amount Due: $____________

PROGRAM TIMES - All groups may arrive no earlier than 30 minutes prior to program start time and must depart no later than 30 minutes after program end time. Early entry or later departure may require additional fees at a cost of $40/hr. __________ (Initials)

PAYMENT/REFUNDS – All program fees are final. All program reservations must be paid within five (5) business days after reservation is made. If payment and contract are not received, reservation will be canceled. If participant cancels following payment and up to two (2) weeks prior to program date, 20% of total fee will be withheld. For trip/vessel cancellations made within two (2) weeks of program date, no refunds will be issued. If cancellation is made by park staff due to weather or unforeseeable conditions, the program will be rescheduled if possible, or a complete refund will be issued. (Returned Check fee is $35.00). __________ (Initials)

CANOE/KAYAK GROUP FREQUENTLY ASKED QUESTIONS – I have read and understand all the information provided in the Canoe Group Frequently Asked Questions page and the Liability & Assumption of Risk Agreement. __________ (Initials)

RELEASE AND INDEMNIFICATION AGREEMENT - For and in consideration of St. Joseph County Parks licensing the undersigned to participate in the above designated program on __________________ (date of event), the undersigned, executors, and administrators hereby agrees to release, hold harmless, defend and indemnify St. Joseph County, Indiana and St. Joseph County Parks Department, their officers, directors, employees and agents, from any and all costs, claims, losses, liabilities or damages arising from or in any way related to, the participation in the above mentioned program and all associated activities.

Authorized Signature __________________________________________ Date __________________________

Authorized Representative of: ______________________________________________________________

(Company/Agency/Church/Family Group, if applicable)
13. The risk of injury from the activities involved in this program is significant including the potential for permanent paralysis and death. (initials)

12. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISK, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others and assume full responsibility for my group’s participation. (initials)

11. I willingly agree to comply with the terms and conditions for my group’s participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself and group from participation and bring such to the attention of the nearest official immediately. (initials)

10. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE ST. JOSEPH COUNTY PARKS DEPARTMENT, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and if applicable, owners and lessors of land or premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage of property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. (initials)

9. I AND MY GROUP WILL WEAR OUR LIFE JACKETS AT ALL TIMES while on the water and will comply with all Federal, State and Local laws. We will NOT EXCEED THE MAXIMUM CARRYING CAPACITY of the vessel (450 pounds per canoe and 250 pounds per kayak). (initials)

8. I understand that St. Joseph County Parks does not recommend children three years and under to participate in this activity. (initials)

7. I WILL PROVIDE APPROVED CHILD RESTRAINT SEATS for transport of all children in my group under eight years of age. (initials)

6. I understand that IT IS UNLAWFUL FOR ANY PERSON TO POSSESS OR BE UNDER THE INFLUENCE OF AN ALCOHOLIC BEVERAGE or controlled substance, as defined in I.C. 16-42-21-1 while operating, or a passenger in, a canoe, kayak, watercraft or motor vehicle owned and operated by the St. Joseph County Parks Department. The Livery will refuse service to anyone who is intoxicated with NO REFUNDS MADE. (initials)

5. I understand that by signing this agreement, I am consenting to a search of my groups belongings to determine that no alcoholic beverage shall be in our possession while operating, or a passenger in, a canoe, kayak, watercraft or motor vehicle owned and operated by the St. Joseph County Parks Department. (initials)

4. I understand that if an alcoholic beverage(s) is/are found in our belongings, said alcoholic beverages will be confiscated for the duration of our use of the St. Joseph County Parks Department-owned canoe, kayak, watercraft or motor vehicle; upon returning to shore and ending my use of the St. Joseph County Parks Department-owned canoe, kayak, watercraft or motor vehicle, my alcoholic beverage(s) will be returned to me. (initials)

3. I hereby agree to return all equipment at the mutually agreed set time and location, or a late fee will be assessed of $15 per vessel per hour. (initials)

2. I agree that the vessel will only be taken on the waters agreed to prior to the trip and that MY GROUP IS RESPONSIBLE FOR LOADING AND UNLOADING ALL VESSELS. (initials)

1. I agree to report all damage or lost items immediately at the end of the trip and PAY FOR THEM AT THAT TIME, plus any collection or attorney’s fees that the Livery incurs through my failure to do so, according to the following schedule: (initials)

<table>
<thead>
<tr>
<th>Damage Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vessel damaged beyond repair, (Includes during Recovery)</td>
<td>$900 canoe/$450 kayak/$750 SUP</td>
</tr>
<tr>
<td>Broken/Lost Thwart (Includes during Recovery)</td>
<td>$60.00</td>
</tr>
<tr>
<td>Broken /Lost Seat (Includes during Recovery)</td>
<td>$70.00</td>
</tr>
<tr>
<td>Hull torn or punctured (Includes during Recovery)</td>
<td>$40.00 per inch</td>
</tr>
<tr>
<td>Hull crushed or wrinkled (Includes during Recovery)</td>
<td>$70.00</td>
</tr>
<tr>
<td>Broken/Lost Endcap (Includes during Recovery)</td>
<td>$60.00</td>
</tr>
<tr>
<td>Paddle Lost, Broken, or unreturned</td>
<td>$25.00 canoe paddle/$80.00 kayak or SUP paddle</td>
</tr>
<tr>
<td>Life jacket or cushion lost</td>
<td>$25.00</td>
</tr>
<tr>
<td>Excessive wear &amp; tear including holes, tears, large abrasions up to $500</td>
<td></td>
</tr>
<tr>
<td>Vessel recovery (when possible, convenient &amp; safe)</td>
<td>$40.00 each man hour, $40.00 minimum</td>
</tr>
<tr>
<td>Late Fee, short trip-3 hrs. max or long trip-5 hrs. max</td>
<td>$15.00 per vessel per hour</td>
</tr>
</tbody>
</table>

AS THE RENTER FOR MY GROUP, I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Authorized Signature         Date
Parent or Guardians Agreement of Waiver of Liability, Indemnification & Medical Release
For use by adults during leisure services activities if the participants are under the age of 18 years of age.

The undersigned parent and natural guardian or legal guardian does hereby acknowledge that he/she is aware of the dangers involved in participating in __________________________________________________________.

Said undersigned parent and natural guardian or legal guardian does hereby represent that he/she is in fact acting in such capacity and agrees on behalf of the participant and his/her executors, administrators, heirs, next of kin, successors, and assigns, to:

A. Waive, release and discharge from any and all liability for participant’s death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to participant and his/her estate, the County of St. Joseph, Indiana, and its officers, agents and employees; and

B. Indemnify and hold harmless the County of St. Joseph, Indiana, and its officers, agents and employees from and against any and all liabilities and claims made by other individuals or entities as a result of the participant’s participation or actions during this activity or event.

The undersigned understands and is aware that participating in this activity or event involves certain risks and dangers including, but not limited to: hazards associated with outdoor activities; the forces of nature and wildlife, and distances from access to medical facilities. Such outdoor activities involve, but are not limited to: canoeing/kayaking on the St. Joseph River or Baugo Creek and Bay; innertubing on a public innertube hill; walking, snowshoeing and/or cross country skiing through rough terrain; participating in tractor drawn hayrides; disc golfing; and traveling by automobile, public passenger van or other conveyance.

The undersigned further consents to and authorizes medical treatment to the participant which may be deemed advisable in the event of injury, accident or illness during this activity or event.

This release and waiver shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I, the undersigned, acknowledge that I have read and understand the above Release.

Name of Minor __________________________________________________________ Age___________

Name of Parent or Guardian_________________________________________________________________

Signature: ___________________________ Date___________

PHOTO RELEASE: I hereby consent to and authorize St. Joseph County Parks Department, its publishers, licensees, and assignees, permission to use and reproduce still photographs and/or film footage taken of me (and/or my child/children) in whole or in part, with or without names, for editorial, trade or advertising purposes. I also confirm that I waive all claims arising from such use for any additional compensation, damages, and invasion of privacy.

_______________________________________________________________
Signature

_______________________________________________________________
Date

St. Joseph County Parks Department
32132 SR 2
New Carlisle, IN 46552
574/654-3155