

BARTON COVE CAMPGROUND AND WATER SPORTS EQUIPMENT RENTAL
RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION FORM

I understand that water sport activities such as wading, swimming, diving, boating, waterskiing and fishing involve certain inherent risks and dangers. These risks and dangers include, but are not limited to: collisions, personal injury, hypothermia, sunstroke, near drowning or death. I acknowledge that neither Barton Cove Campground and Water sports Rental, Northfield Mountain Recreation Center, FirstLight Hydro Generating Company nor their parents, affiliates, subsidiaries, members, officers, employees, agents nor representatives are guarantors of my personal safety and that none of them has any duty to protect me from the inherent risks and dangers which I voluntarily assume while engaging in water sport activities on FirstLight Hydro property and/or using rented water sports equipment. I agree to assume all risks and dangers incidental to all water sport activities, including but not limited to, wading, swimming, diving, boating, waterskiing and fishing as well as the rental and use of the water sports equipment.

Therefore, in consideration of the use of the property and rental of the equipment, I hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE**, Barton Cove Campground and Canoe Rental, Northfield Mountain Recreation Center, FirstLight Hydro Generating Company, their parents, affiliates, subsidiaries, members, officers, employees, agents and representatives for injuries, damages or losses of any nature whatsoever arising from my rental of the water sports equipment, use of the water sports equipment or use of FirstLight Hydro property for water sport activities. I further agree to indemnify, defend and hold harmless Barton Cove Campground and Water sports Rental, Northfield Mountain Recreation Center, FirstLight Hydro Generating Company, their parents, affiliates, subsidiaries, members, officers, employees, agents and representatives from any third party claims for injuries, damages or losses of any nature whatsoever which may arise from my rental of equipment or use of Firstlight Hydro Generating Company property for water sport activities.

This Waiver and Release applies to and is on behalf of myself, my heirs, estate, successors or assigns and relates to any form of personal injury (including death), damage(s), loss or adverse impacts to any rights I or my heirs, successors or assigns might have.

- **PERSONAL FLOTATION DEVICES MUST BE WORN AT ALL TIMES, BY ALL PERSONS.**
- **YOU ARE RESPONSIBLE FOR YOUR PERSONAL SAFETY AND THAT OF ANYONE UNDER YOUR SUPERVISION. DO NOT LEAVE CHILDREN OR ADULTS REQUIRING SUPERVISION UNATTENDED.**
- Canoes and boats must be returned by 5:00 P.M. Mon. - Fri., 6:00 p.m. Sat. & Sun. Late returns will be charged an extra day.
- No more than two adults and two children, or three adults per canoe or boat. Maximum total weight 525 lbs.
- Security of the craft and its equipment is your responsibility. You will be charged for any loss or damage incurred.
- Entering the restricted area surrounding Barton Island (eagle protection area), designated by the floating red buoys is prohibited per order of the Massachusetts Fish and Wildlife Service and will be cause for immediate return of the rented water sports equipment with no refund of any monies.
- Minimum rental charge is two hours.

If the person renting water sports equipment or using the Barton Cove Campground facilities is under the age of eighteen, then a parent or guardian must sign the form on behalf of the minor, acknowledging that the parent and/or guardian shall be responsible for the below named minor and agrees to the above terms on behalf of the minor named below.

Print name of Parent: _____

Parent Signature: _____

Date: _____

Print name of minor child: _____