CALLAWAY RELEASE OF LIABILITY FORM

"KAYAK"

In consideration for being allowed to use a Kayak in Mountain Creek Lake at Callaway Gardens for a fee and in full recognition of the risks involved in such activities, which risks are voluntarily assumed, the undersigned agrees to the following:

I (we) the undersigned, am (are) using recreational equipment as shown on this form, at my (our) own risk, which I (we) voluntarily assume. In consideration of the fee paid by me (us), and in full recognition of the risks involved with such equipment, which risks I (we) voluntarily assume. I (we), the undersigned hereby release Callaway Gardens Resort, Inc and The Ida Cason Callaway Foundation, and their agents, servants, and employees, officers and directors and agree to hold them harmless for any and all liability, claims, damages, actions and causes of action whatsoever, for loss, damage, or injury to person, including death, and whether sustained by myself, my spouse, my parents, my child or children, or property, regardless of how arising, and however caused including but not limited to all kinds and degrees of extent of negligence (except willful) or wanton negligence or misconduct) which Callaway Gardens Resort, Inc., The Ida Cason Callaway Foundation, and/or its employees may commit or be charged with. Whether consisting of omission or commission, whether separately or concurrently with someone else, and sustained by me, or us, my spouse, my parents, my child or children in connection, directly of indirectly, with the use of the recreational equipment. This release shall be binding upon me, my heirs, next of kin and legal representative.

I further agree that I am personally liable and responsible for paying any claims which may arise as a result of the use of any Kayak, including, but not limited to any claims for personal injury, any claims for property damage to any Kayak or to other property, any claims for loss of any Kayak or loss of use of any Kayak, any claims for diminution in value of any Kayak, any claim for cost of repairing or replacing any Kayak or any other claims of any nature which may arise from the use of any Kayak while in my possession or in the possession of any other person. I further authorize Callaway Gardens Resort, Inc to bill any such charges or costs to my credit card or to my account as Callaway Gardens Resort, Inc deems appropriate.

*I agree that while Kayaking in Mountain Creek Lake, I will wear a life preserver jacket or have access to a flotation cushion.
*I agree that I will only Kayak during posted Mountain Creek Lake operating hours (boathouse hours of operation).
*Callaway Gardens personnel may photograph me and any persons Kayaking with me for promotional use of the Lake without compensation to me or any person(s) Kayaking with me.

Date	Print Name	Age, if under 18	Signature
_____	_____	_____	_____