

GREAT LAKES PADDLERS WAIVER AND RELEASE OF LIABILITY

READ BEFORE SIGNING

IN CONSIDERATION of being permitted to participate in any way in current and future Great Lakes Paddlers' paddlesports, outings, and other related activities (collectively "Activities") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of paddlesports and related Activities and that I am qualified, in good health, in proper physical condition to participate in such Activity and willingly agree to comply with the stated and customary terms and conditions of participation. I agree to wear a properly secured personal flotation device ("PFD") at all times while aboard any boat, tube, kayak, canoe, or the like. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately notify the nearest official and discontinue further participation in the Activity. If I decide to leave early and not complete the Activity as planned, I assume all risks inherent in my decision to leave.

2. FULLY UNDERSTAND that: (a) Paddlesports and related Activities INVOLVE RISKS AND DANGERS TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my actions or inactions, the actions or inactions of other participants in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time, and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation, or that of the minor, in the Activity or future Activities.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Great Lakes Paddlers, its affiliated clubs, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which Activities take place, (each considered one of the "Releasees" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I, or anyone on my behalf makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

4. INTEND AND ACKNOWLEDGE that this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, shall remain in full force and effect, in respect to all Activities from the effective date listed below and for 1 calendar year following said effective date regarding all Activities as a participant in Great Lakes Paddlers' Activities unless I expressly state otherwise in a separate document signed by myself, parent and/or legal guardian if applicable, and an officer of the Great Lakes Paddlers.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHT BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IN ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PARTICIPANT'S PRINTED NAME: _____ SIGNATURE: _____

ADDRESS: _____
(Street) (City) (State) (Zip Code)

I AM OVER 18 YEARS OF AGE PHONE:(_____) EFFECTIVE DATE: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AS OF EFFECTIVE DATE)

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF PADDLESPTS AND RELATED ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITIES. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS A RESULT OF SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN: _____

ADDRESS: _____
(Street) (City) (State) (Zip Code)

PHONE:(_____) EFFECTIVE DATE: _____

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18): _____