

WAIVER - VISITOR'S ACKNOWLEDGEMENT OF RISKS

In consideration of the services of **Las Vegas SUP Kayak Club** their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereafter collectively referred to as "LVCKC") I agree as follows: Although LVCKC has taken reasonable steps to provide me with appropriate equipment and instructions/skilled guides so I can enjoy an activity for which I may not be skilled, LVCKC has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity.

These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma, or death. LVCKC does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks. I understand and acknowledge the nature and risks of a canoe, kayak, surf ski, and paddleboard paddling, and I represent that I am qualified, in good health, and in proper physical condition to participate in such activity. I agree that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation of the activity. I agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate despite the risks. I represent that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in this activity.

Alternatively, I agree to bear the costs of such injury or damage myself. I agree that I assume all risks associated with my participation. Damages: I hereby agree to pay for a missing SUP or kayak \$800-, for a missing paddle \$200-, cracked or punctured hole repair on SUP/kayak \$200-. I am aware the kayak rental/tour entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified.

My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate despite and with full knowledge of the inherent risks. I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I acknowledge that the staff of LVCKC has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity. I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death, or loss of personal property and expenses because of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my participating in this activity. If any one or more clauses, provisions, or applications of this acceptance of risk is held to be invalid or unenforceable such determination shall not affect the validity of any other clause, provision or application of this agreement. The invalid or unenforceable provisions shall be severed from this agreement and all the remaining terms shall stay in full force and effect. I understand that I will not receive any refunds if my participation in the RENTAL/TOUR is terminated due to the reasons above. Nothing in this Acknowledgment and Assumption of Risks & Release and Indemnity Agreement shall be interpreted as the participant and parent releasing LVCKC from liability for injuries, damage, death, or other loss to participant or others that may occur within the jurisdiction of the National Park Service and is caused by LVCKC negligence, gross negligence, recklessness, or intentional conduct, including but not limited to any negligence with respect to LVCKC judgments and decisions, or LVCKC failure to take reasonable precautions to ensure it provides participant with safe and defect-free equipment.

I have carefully read, clearly understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representative, and estate and for all members of my family, including minor children.

Signature	Date	Phone number	Date of Birth
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Signature of Parent of Guardian, if participant is under 18 years of age

Signature	Date	Phone number	Date of Birth
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