

MR. KAYAK

Liability Release, Assumption of Risk, and Indemnity Agreement

I understand and acknowledge that there are risks of personal injury, death, and property damage while participating in the instructional activities and trips offered by MR.KAYAK. Some risks are inherent in canoeing and kayaking even in still water; other risks are posed by the forces of the currents, swells, and waves in rivers, the bay, or the ocean; other risks are inherent in outdoor activities, wilderness travel, or water sports generally; still other risks may arise from conditions, situations, or activities of which I am presently unaware. All canoeing and kayaking is dangerous, and other non-boating dangers may present themselves during the class or trip.

In consideration of MR.KAYAK allowing me to take its class or trip, I hereby release, discharge, waive, disclaim, and relinquish all claims, actions, or causes of action for personal injury, wrongful death, or property damage against MR.KAYAK arising as a result of my participation in a class or trip, my use of MR.KAYAK equipment, or any activities incidental to the class or trip; this shall apply even if MR.KAYAK is negligent or otherwise at fault. I also agree to defend and indemnify MR.KAYAK and hold it harmless for any personal injury, death, or property damage arising from my conduct, even if MR.KAYAK is also negligent or otherwise at fault.

I understand that the effect of my signing this document is that I (1) assume all risk of any injury, wrongful death, or property damage I might suffer while participating in a class or trip, even if it comes as a result of the negligence or other fault of MR.KAYAK, (2) absolve and release MR.KAYAK from the consequences of their negligence and or other fault, (3) will indemnify and defend MR.KAYAK against any legal actions or other claims for damages arising as a result of my conduct. I understand that I am forfeiting important legal rights and incurring important legal responsibilities.

I understand that certain skills, abilities, and physical and mental health, and fitness are required in order to reduce the dangers involved in kayaking; I possess these. I agree to wear a properly fastened personal flotation device (life jacket) at all times while aboard a boat or on or in the water, and to use such other safety equipment as may be provided to me by MR.KAYAK. I agree not to drink any alcoholic drinks. I understand and agree that should emergency rescue evacuation become necessary, the expenses are my sole responsibility and not that of MR.KAYAK.

I agree that the terms of this document bind me, my heirs, assigns, executors and administrators, and protect MR.KAYAK, their agents, employees, officers, directors, and shareholders.

Print Name: _____

Date: _____

Signature: _____

Kids 17 & Under — Please Provide Information

Print Name: _____

Date of Birth: _____

Emergency Contact

Name: _____ **Phone:** _____