

WAIVER AND RELEASE OF LIABILITY

READ BEFORE SIGNING

KAYAK TOUR DATE: _____

- 1) In consideration of being allowed to participate in any way in this sports activity, related events and activities, the undersigned acknowledges, appreciates, and agrees that: The risk of injury from the activities involved in this sport is significant, including the potential for permanent paralysis and death; and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others and assume full responsibility for my participation. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest official immediately; and, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the **NATURE TRAILS KAYAKING LLC**, their officers & directors, officials, agents, and/or employees, other participants, sponsors, advertisers, volunteers, coaches, steerers, and, if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- 2) I acknowledge that **photographs and video** may be taken of me in my participation in, and attendance at this event, and hereby freely agree to allow without restriction all uses of such photos and videos in the reporting of this race, and/or in the promotion of this event, its location, other sporting events, sport in general, and/or related purposes.
- 3) I agree to pay full replacement value should any **equipment**, (including but not limited to canoes, kayaks, paddles, life jackets, dry bags and other gear) used during rentals, guided tours, lessons or personal use provided by Nature Trails Kayaking LLC be damaged or lost in my possession. I also agree to pay full cost of labor and services to retrieve and repair equipment. Potential damage costs to client: Hole, crack or bend in Kayak - \$500; Cosmetic damage to kayak - \$50; Paddle - \$50; Life vest - \$50; Seat - \$50
- 4) I agree to correctly wear a properly fitted **life jacket**/personal flotation device at all times and to remain alcohol-free and drug-free while I am in the watercraft.
- 5) Should I choose to sue Nature Trails Kayaking LLC I agree to pay ALL Nature Trails Kayaking LLC's attorney fees related to the case.
- 6) Nature Trails Kayaking LLC is released from all liability.
- 7) Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While personal discipline may reduce this risk, the risk of serious illness and death does exist; and, I hereby knowingly accept all such risk.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Nature Trails Kayaking LLC, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Printed Name: _____ Street Address: _____
City, State, Zip _____

Signature: _____ Date: _____

Phone: _____ Emergency Contact # _____

PARENT/GUARDIAN SIGNATURE FOR MINOR

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION) This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above, of all the Releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. I further agree to the photographic and video release set forth above. Parent/Legal Guardian Name & Address: (PLEASE PRINT)

PARTICIPANT NAME (MINOR) _____

Parent/Legal Guardian Name: PLEASE PRINT _____

Street Address: _____ City, State, Zip _____

Emergency Contact # _____

Parent/Legal Guardian SIGNATURE: _____

Date: _____