

Saukenuk Paddlers Canoe & Kayak Club Letterhead

WAIVER & RELEASE FROM LIABILITY

In consideration of my participation in the Saukenuk Paddlers Canoe & Kayak Club ("Saukenuk") sponsored kayaking/canoeing activity listed below, including transportation and meetings to, from, and after the activity (collectively, the "Activity"), the undersigned, for myself, my personal representatives, assigns, heirs, and next of kin, acknowledges, appreciates, and willingly agrees, certifies, and acknowledges that:

1. I am the recipient of services and goods provided as a result of this Activity, including without limitation, opportunities to travel, exploration of new areas and cultures, evaluation of equipment, information exchange, engagement in social contexts, professional oversight and training, and physical, mental, emotional, and spiritual growth; and
2. I will comply with the stated and customary terms and conditions for participation in the club and this Activity. If, however, I observe any unusual significant hazard during my presence or participation, or that if at any time I believe conditions to be unsafe, I will remove myself from participation and bring such to the attention of the nearest event organizer, trip leader, guide, or instructor; and
3. I, and any minor accompanying me, will wear a Coast Guard approved personal flotation device, and I also agree to obey all safety rules and regulations posted or provided by Saukenuk pertaining to the Activity or applicable to navigable waters; and
4. I appreciate the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity will be conducted primarily over open and/or private waterways and facilities, upon which the hazards of boating, recreation, and traveling are to be expected; and
5. I consent to Saukenuk providing me first aid and, through medical personnel of its choice, medical assistance, transportation, and emergency services, and understand that this consent does not impose a duty upon Saukenuk to provide such assistance, transportation, or services; and
6. I understand that: (a) kayaking/canoeing activities involve risks and dangers of 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 others participating in the Activity, the conditions in which the Activity takes place, or the negligence of the parties released below (the "Released Parties") or of other unknown parties; and (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time. I knowingly and fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue the Saukenuk Paddlers Canoe & Kayak Club, its directors, agents, officers, volunteers, trainers, and other Activity participants, sponsors, advertisers (each considered as the "Released Parties" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Released Parties or otherwise, including negligent rescue operations; and I further agree that if, despite this Waiver & Release I, or anyone on my behalf, makes a claim against any of the Released Parties, I will indemnify, save, and hold harmless each of the Released Parties from any litigation expenses, attorney fees, loss, liability, damage, or costs which they may incur as a result of such claim.

I hereby give and release to the Saukenuk Paddlers Canoe & Kayak Club and other Activity participants the right to appropriate my name, property, voice, picture or likeness, as it may be obtained in connection with the Activity. I waive the right to inspect or approve the finished product and acknowledge that I am not entitled to any compensation for creation or use of the finished product.

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

I CERTIFY THAT I HAVE READ THIS WAIVER & RELEASE IN ITS ENTIRETY AND HAVE SIGNED BELOW:

Participant Signature: _____

Participant Name (print): _____ Date: _____

Name of Activity: _____

Emergency Contact Information: Name: _____ Phone No.: _____

Relation: _____

Allergies, medical conditions, prohibitions, or other special needs: _____

PARENT OR GUARDIAN WAIVER & RELEASE ON BEHALF OF MINOR

By signing this portion of the Waiver & Release from Liability I, the Minor's parent and/or natural or legal guardian, agree to release the Released Parties from any and all liability arising from participation by the Minor in the Activity, **to the same extent and under the same terms and conditions set forth above**, to the fullest extent permitted by law.

I CERTIFY THAT I HAVE READ THIS WAIVER & RELEASE IN ITS ENTIRETY AND HAVE SIGNED BELOW ON BEHALF OF THE MINOR:

Minor Participant Name (print): _____ Age: _____

Parent/Guardian Name (Print): _____

Signature of Parent or Guardian: _____ Date: _____

Emergency Contact Information: Name: _____ Phone No.: _____

Relation: _____

Allergies, medical conditions, prohibitions, or other special needs: _____
