

North Shore Kayak Outdoor Center
ACKNOWLEDGEMENT OF RISKS,
ASSUMPTION OF RESPONSIBILITY
AND RELEASE OF LIABILITY

There are significant elements of risk in any adventure, sport or activity associated with watercraft, including but not limited to canoes, kayaks, paddleboats, rafts, rowboats, tubes and motorized craft (referred to herein as “activity”), and the use of any equipment therewith.

ACKNOWLEDGEMENT OF RISKS: I realize that there is an inherent danger in the use of any watercraft and that use of a craft in or upon the water may involve hazards including but not limited to changing waterflow or currents, trees, branches, rocks and boulders, submerged and/or semi-submerged objects; that varying wind and weather conditions, the presence of other watercraft, the speed at which I travel, the stability characteristics of a watercraft, equipment failure, and my sense of balance and inability to control the craft or follow orders can pose a dangerous risk to my safety; that certain risks associated with this activity including but not limited to collision, upset, overturn and sinking can result in getting wet, injured, exposed to the elements, and/or drowned; and that I may suffer accidents or illnesses in remote places where there are no available medical facilities. I realize that personal property may be lost or damaged; that certain foreseeable and unforeseeable events can contribute to the unpredictability of the risks, dangers and hazards and recommended precautions and procedures.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of the activity in which I, or any minor children for which I am responsible, will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity and using the equipment. I/We participate willingly and voluntarily and I assume full responsibility for personal injury, accidents or illness, including death. I assume all responsibility for damage to or loss of personal property as the result of any accident that may occur.

I assume the risk(s) of personal injury; accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, drowning, oxygen shortage (anoxia), exposure and/or altitude sickness; head, neck and/or spinal injuries; animal bite or attack, insect bite, allergic reaction; shock, paralysis, and/or death; and acknowledge that if, during the activity, I/we experience fatigue, chill and/or dizziness my/our reaction time may be diminished and the risk of an accident, increase.

COVENANT OF GOOD FAITH: I recognize that you, as provider of services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems, and/or refuse or terminate, the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance, or in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

RELEASE: In consideration of services or property provided, I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby release: its principals, directors, officers, agents, employees and volunteers and each and every landowner, municipal and/or governmental agency upon whose property an activity is conducted, from all liability and waive any claims for damage arising from any cause whatsoever (except that which is the result of gross negligence).

I HAVE READ THE FOREGOING ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I MAY BE WAIVING VALUABLE LEGAL RIGHTS.

EVERY PARTICIPANT OR USER, 18 YEARS OF AGE OR OLDER, MUST SIGN OPPOSITE HIS/HER NAME OR THAT OF ANY CHILDREN FOR WHICH HE/SHE IS RESPONSIBLE PRIOR TO PARTICIPATION IN THE ACTIVITY OR USE OF ANY EQUIPMENT.

Date _____ **Name of Participant** _____ **Age** _____ **Signature of Participant** (or Parent/Guardian if under 18) _____

Address _____

Phone _____ **Email Address:** _____