

Participant Agreement, Release and Acknowledgment of Risk

Date ____/____/____

In consideration of the services of Wazee Sports Center LLC, their agents, owners, officers, volunteers, participants, employees, groupies and any entity acting in any capacity on their behalf (hereinafter collectively referred to as "the concessionaire's"), I do hereby release and discharge the concessionaire's from liability, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I acknowledge that Kayaking and Stand Up Paddling entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing essential qualities of the activity.

The risks include, among other things: boat capsize and entrapment; tidal conditions, surf and currents; travel in remote areas; collision with objects or other watercraft; prolonged exposure to cold water, hypothermia, accidental drowning; illness in remote areas; exposure to sun, strong wind, cold, storms, large waves, eddies and whirlpools, and lightning; aggressive and/or poisonous marine life; wrist, arm, shoulder, and/or back injuries, including repetitive motion injuries; slips and falls while walking, getting in or out of kayaks from land or a dock; slip or fall while approaching or walking on a dock or beach, rapidly changing adverse weather and water conditions; being lost.

Also, "the concessionaire's" seek safety but are not infallible and may be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, misjudge the weather and the equipment being used might malfunction.

I agree and to accept and assume all of the risks existing in this activity. My participation is purely voluntary, and I elect to participate in spite of the risks.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless "the concessionaire's" as listed herein from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of "the concessionaire's" equipment or facilities, including any such claims which allege negligent acts or omissions of "the concessionaire's".

Should "the concessionaire's" or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself and all for who I am signing on their behalf.

I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, and I am willing to assume -and bear costs of -all risks that may be created, directly or indirectly, by any such condition whether I know about it or not.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found in a court of law to have waived my right to maintain a lawsuit against Wazee Sports Center LLC, its agents, officers, employees, volunteers and any other persons acting in any capacity on their behalf, on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read the documents entitled PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK & the SAFETY RULES. I have read and understood these documents, & agree to be bound by the terms. I understand that ALL PARTICIPANTS MUST BE VERY GOOD SWIMMERS & use lifejackets in accordance with the laws.

Name: _____ Address: _____

Phone: _____ Email _____

Signature: _____ Date: ____/____/____

In consideration of _____ (print minor's name) ("Minor") being permitted by

Wazee Sports Center LLC and the property to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Wazee Sports Center LLC and the property from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor

Parent or Guardian: _____ Signature: _____ Date: _____