

Delta Kayak Adventures

Liability Release, Assumption of Risk, 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 Delta Kayak Adventures. Some risks are inherent in 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 kayaking is dangerous, and other non-boating dangers may present themselves during the class or trip.

In consideration of Delta Kayak Adventures allowing me to take its classes or trips, **I hereby release, discharge, waive, disclaim, and relinquish all claims, actions, or causes of action for personal injury, wrongful death, or property damage against Delta Kayak Adventures arising as a result of my participation in a class or trip, my use of Delta Kayak Adventures equipment, or any activities incidental to the class or trip; this shall apply even if Delta Kayak Adventures is negligent or otherwise at fault. I also agree to defend and indemnify Delta Kayak Adventures and hold it harmless for any personal injury, death, or property damage arising from my conduct, even if Delta Kayak Adventures 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 Delta Kayak Adventures, (2) absolve and release Delta Kayak Adventures from the consequences of their negligence and or other fault, (3) will indemnify and defend Delta Kayak Adventures 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 floatation 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 Delta Kayak Adventures. I understand and agree that should emergency rescue evacuation become necessary, the expenses are my sole responsibility and not that of Delta Kayak Adventures. I agree that the terms of this document bind me, my heirs, assigns, executors and administrators, and protect Delta Kayak Adventures, their agents, employees, officers, directors, and shareholders.

This waiver covers any classes, trips, tours or rentals for six months from date of original signature.

Signature _____ Date _____

Print Name _____

Signature of Parent or
Guardian if under 18 _____

Emergency Contact
Name & Telephone _____