

**Drakes Creek Canoe and Kayak
Participant Release and Waiver Form**

Participant Information

Child's Name: _____ Age: _____
Adult's Name: _____ Age: _____
Street: _____ City/State: _____
Phone: (Home) _____ Cell: _____
Emergency Contact: _____ Phone: _____
Driver's License #: _____ License Plate #: _____
Vehicle Make/ Model: _____

Acknowledgement of Risks:

There are significant elements of risk in any activity, sports, or adventure associated with the outdoors, water, the use or presence of watercraft, and the use of related equipment. These elements of risk can cause loss or damage to equipment, or cause accidental injury, illness, or permanent trauma or death. I acknowledge the following describes some, but not all of the associated risks: 1) Water Conditions including but not limited to, water flow, waves, rapids, and currents; 2) Collisions between the watercraft I'm operating and other watercraft or manmade or natural objects; 3) Weather Conditions including but not limited to, lightning, inclement weather, variances and extremes of wind and temperature; 4) Personal Physical Condition including but not limited to, ability to swim, coordination, sense of balance, ability to operate equipment and/ or follow directions; 5) Exposure to the Elements including but not limited to, wetness, drowning, hypothermia, or injury resulting from capsizing, collision or sinking; 6) Getting In and Out of the watercraft; 7) Travel, including but not limited to, travel to and from the activity; 8) Wildlife including but not limited to, insects, snakes and other reptiles, fish, and mammals; 9) Equipment Failure or Operator Error; 10) Heat or Sun-related Injuries including but not limited to, sunburn, dehydration, or sunstroke; 11) Fatigue. I am (we are) aware that this activity may entail risks of injury or death. I/we understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

Assumption of Risk and Responsibility:

I/we agree to assume responsibility for the risks identified herein and those risks not specifically identified. My/our participation in this activity is purely voluntary. No one is forcing me/us to participate. I verify that I am physically fit, **not under the influence of alcohol or drugs at this time**, and sufficiently qualified, trained and capable to participate in these activities. Therefore, I assume full responsibility for myself, including any minor children, for which I am responsible, for bodily injury, accidents, illness, death, loss of personal property, and expenses thereof as a result of any accident, which may occur. I/we elect to participate in spite of the risks. I am responsible for protecting my skin and eyes from the elements. **I agree to wear a US Coast Guard approved personal flotation device (life jacket) while participating in the activity where required by state or local law.** I assume the risk(s) or 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), and/or exposure; head, neck, and/or spinal injuries; bite or attack by animal, insect or marine life; allergic reaction; shock; paralysis or death.

Covenant of Good Faith:

I recognize that you, the provider or services, will operate under the covenant of good faith and fair dealing, but 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 for 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, agree that:

Drakes Creek Canoe, LLC

Its principals, directors, officers, agents, employees, and volunteers, their insurers and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted and their insurers, if any, shall have no liability of any nature for any and all damage to me and other persons or properties as a result of any acts, omissions or negligence of the "owner" or any other person (including myself) or entity and I hereby release and discharge the owner and insurer, if any, for any such damage.

This company has a no alcohol/drugs policy. I/we, as the participants in this activity, are not currently under the influence of alcohol or drugs. I/we also agree that I/we will not participate in the consumption of alcohol or drugs while doing business with or under the care of this company.

I/we understand that I/we assume full responsibility for any lost or damaged equipment and have inspected and deemed the equipment in good working order. I/we understand that we will be responsible for any fee charged by any emergency services or rescue personnel. A \$50.00 minimum fee will be charged to locate, remove, pickup, unpin, or otherwise return the gear to the appropriate location for the undersigned. A minimum fee of \$25 plus replacement cost will be charged for damaged or lost equipment. Both fees are handled on a case-by-case basis.

I have read the acknowledgment of risks, assumption of risks and responsibility. I understand that by signing this document I may be waiving valuable legal rights.

Signature of Participant _____ Date: _____

Signature of Parent/ Guardian
(if participant is under 18 yrs. of age) _____ Date: _____

Boat #: _____ Date: _____ Time: _____

