

WOOD-PAWCATUCK WATERSHED ASSOCIATION (WPWA)

KAYAK AND CANOE PROGRAMS AND USE:

PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of Wood-Pawcatuck Watershed Association, their agents, directors, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "WPWA"), I hereby agree to release and discharge WPWA, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that Paddle Sports and Outdoor Recreation entail known and unanticipated risks, which could result in physical or emotional injury, death, or damage to me, to property, or to third parties.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I understand that WPWA has absolutely no responsibility to provide supervision of use of the watercraft, although should instruction on such use be given by WPWA, I agree to follow these instructions fully.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless WPWA 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 WPWA's equipment or facilities, including any such Claims which allege negligent acts or omissions of WPWA.
5. Should WPWA 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.
6. I agree to bear the costs of any such injury or damage to myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume -- and bear the costs of -- all risks that may be created, directly or indirectly, by any such condition.
7. I also give my permission for WPWA to use photographs and video taken of me for their promotional purposes.

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 by a court of law to have waived my right to maintain a lawsuit against WPWA on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

***** THE FOLLOWING RULES ARE STRICTLY ENFORCED *****

- 1) **LIFE JACKETS MUST BE WORN AT ALL TIMES IN BOATS.**
- 2) **SANDALS, SHOES, OR WATER SHOES MUST BE WORN AT ALL TIMES WHILE USING THE BOATS.**
- 3) **NO ALCOHOLIC BEVERAGES ARE ALLOWED WHILE BOATING.**
- 4) **ALL PARTICIPANTS ARE REQUIRED TO SIGN RELEASE.**

Media Release: I grant permission for the Wood-Pawcatuck Watershed Association to use my name, likeness, voice, relevant biographical information and any other indicia of my identity in connection with the Event, and publicity, advertising and promotion for the event and other events in all forms of media in perpetuity without remuneration. I further agree that all photos, negatives, sounds, imagery, and video recordings and all copyrights therein shall be the sole property of the Wood-Pawcatuck Watershed Association and I waive any right I may have to inspect or approve any materials that may use such rights.

Signature of Participant: _____

Print Name: _____ **Date:** _____

Participant's Address: _____

Phone: _____ **E-mail:** _____

Emergency Contact: *Must be filled out by all participants*

Name: _____ **Phone:** _____

Parent's / Guardian's Additional Indemnification (For all participants under the age of 18)

In consideration of _____ (print minors name) ("Minor") being permitted by the Council to participate in its activities, I further agree to indemnify and hold harmless the Council 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's / Guardian's Signature _____ **Print Name:** _____

Phone: _____ **E-mail:** _____

Date: _____ **Please indicate if you or your child has any allergies to insects, plants or medication:**
