



## **RELEASE AND ASSUMPTION OF RISK AGREEMENT For KAYAK SCHOOL ACTIVITIES**

**Notice: Read this document carefully. This document affects your legal rights, and contains waivers and releases of your rights.**

**Each person participating in any activity offered by Eastern Mountain Sports must sign this document. A parent or legal guardian of each participant who is a minor under 18 years old must also sign this document in both his/her individual capacity and his/her capacity the parent or guardian of the minor in order to bind the minor as if he/she was at least 18 years old.**

**Each reference to "I" or "me" that appears below refers to each adult signing this Agreement and each minor Participant for whom I am signing this Agreement as her/his parent or legal guardian.**

I wish to participate in kayaking or other boating instruction, tours and/or trips and other related activities offered by the Eastern Mountain Sports Kayak School (the "Activity").

I acknowledge that my participation in the Activity involves known and unanticipated risks which could result in physical or emotional injury, musculoskeletal injuries, head injuries, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the Activity. The risks include, among other things, my own or other person's negligence, and:

- Participating beyond my personal limits;
- Poor or impaired balance, physical coordination or ability to follow instruction;
- The fact that illness, injury or accident may occur far from medical care facilities;
- Equipment defects or malfunctions;
- Exposure to natural elements, the forces of nature and environmental hazards;
- Drowning and hazards associated with water levels, movements and conditions, strong currents, steep and breaking waves on bodies of water;
- Exposure to cold water and exposure to cold water in rivers, lakes and other bodies of water;
- Fog and limited visibility;
- Collisions and other accidents involving other boats and ships;
- Weather conditions, including very cold weather, heat, sun exposure, and possible resulting hypothermia, hyperthermia, exhaustion, sunburn, heat stroke, dehydration, frostbite, and frostnip;
- Encountering or attack by snakes, other reptiles, insects and other animals;
- Falling on others or others falling on me;
- Falling out of kayaks, boat or other equipment;
- Falling onto the ground or into bodies of water;
- Slipping, falling or losing control of equipment on rough, steep, slippery or frozen terrain;
- Possible firing of firearms by hunters or others;
- Vehicular and other accidents while traveling to and from Activity sites;

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

I certify that I am in good health and capable of participating in the Activity. I grant permission to Eastern Mountain Sports to seek and obtain medical care for me and any minor for whom I have signed this Agreement for injury or illness occurring as a result of or otherwise during participation in the Activity.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Eastern Mountain Sports, and its shareholders, directors, officers, employees and agents (all of which are collectively called the "Released Parties"), from and against any and all claims, demands or causes of action which are in any way connected with my participation in the Activity or my use of equipment or facilities provided by Eastern Mountain Sports, including any such claims which allege negligent acts or omissions by any of the Released Parties. I confirm that the foregoing release of claims and indemnification are intended to cover all claims whether or not known, suspected or anticipated at this time, and I waive the benefit of any law that would purport to limit the scope or effect of the release and indemnification, whether by excluding unknown, unsuspected or unanticipated claims or in any other manner.

I also agree that I will not bring any lawsuit or other legal proceeding against any Released Party based on my participation in the Activity. Should any of the Released Parties be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, and in all events agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions that could interfere with my safety in the Activity, or if I do have such a condition, I assume – and bear the costs of – all risks that may be created, directly or indirectly, by the condition.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the Activity, I have waived my right to maintain a lawsuit against any Released Party on the basis of any claim from which I have released it herein.

I acknowledge that Eastern Mountain Sports may take photographs and video and sound recordings of me in conjunction with participation in the Activity. I grant Eastern Mountain Sports the unconditional and irrevocable right to use, re-use, publish and exhibit the photographs and/or recordings and/or my name, either alone or accompanied by other information or material, in any manner and in any medium now or hereinafter known throughout the world, in whole or in part, in edited, modified or altered format, at any time hereafter for advertising, promotional or any other purpose whatsoever. All photographs will become and remain the sole and exclusive property of Eastern Mountain Sports, and I will not retain, acquire nor assert now or in the future any right, title or interest in them. Eastern Mountain Sports shall have no obligation or responsibility whatsoever to me in connection with the photographs or the granting of these rights. I hereby waive and release and forever discharge the Released Parties from any claims that I may now or in the future have in connection with the use of my name and/or the photographs and recordings.

I have had sufficient opportunity to read this entire document. I have read and understood it, have signed it knowingly and voluntarily, and agree to be bound by its terms. I acknowledge receipt of a copy of this agreement.

**If I am signing this agreement as a parent or legal guardian of a minor under age 18, I confirm that I am granting permission for that minor to participate in the Activity. I specifically confirm that I am providing the releases, discharges, indemnifications and other assurances, certifications and agreements contained herein on behalf of myself and any minor under age 18 for whom I am signing this Release and Assumption of Risk Agreement and that each reference to "I" or "me" shall in this Agreement shall refer to me and to each minor for whom I am signing as her/his parent or legal guardian.**

Parent/Adult Participant Name (Print LEGIBLY): \_\_\_\_\_ Today's Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_ Adult Participant Age: \_\_\_\_\_

Home Address: \_\_\_\_\_ (current street address) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zipcode)

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Parent/Adult Participant Signature: \_\_\_\_\_

Minor Participant (Write "NONE" in the space below if you are not signing for any Participants under age 18)

Minor Participant Name: \_\_\_\_\_

.....  
If any Minor Participant is listed above, complete the following:

I have read the Release and Assumption Of Risk Agreement, have discussed it with my parent or legal guardian, and have had the opportunity to ask any questions that I have about the Activity and the hazards and risks associated with it.

Minor Participant Signature (below): \_\_\_\_\_ Today's Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_ Minor Participant Age: \_\_\_\_\_

Home Address: \_\_\_\_\_ (current street address) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zipcode)

Telephone Number: \_\_\_\_\_

**RETAIN A COPY OF THIS RELEASE AND ASSUMPTION OF RISK AGREEMENT FOR YOUR RECORDS.**

**Please return this form to: Brown University Continuing Education  
Box T, Providence, RI 02912-9120  
Fax: 401-863-3916  
Attn: Forms Coordinator**