

# KAYAKING, CANOEING, AND WATERBOARDING

## RELEASE AND ASSUMPTION OF RISK AGREEMENT Reservation# \_\_\_\_\_

In consideration of services provided by the New England Outdoor Center (NEOC) and Penobscot Adventures II LLC (PA), I agree on behalf of myself and my children, as follows:

1. I acknowledge that participation in this program entails known and unanticipated risks, which include physical injury, paralysis, death, or damage to me or my children, to property, or to third parties. I understand that such risks are inherent in the activity and cannot be eliminated without jeopardizing the essential qualities of the activity. I voluntarily choose to participate in the activity, and hereby freely assume the above-mentioned risks as well as other risks not listed that are part of this Activity, and any harm resulting from the Activity or during any transportation to or from the Activity, including but not limited to any injury or loss caused by the negligence of NEOC / PA, its employees, agents and officers, its contractors, and other Activity participants. I have read the list below of some risks associated with this program.
2. I understand that NEOC / PA is not responsible for the weather, terrain, wildlife, or equipment failure and that these factors may cause or contribute to an injury or property damage.
3. I release and discharge NEOC / PA from any and all claims or liabilities arising from or connected with me or my children's participation in this activity, as well as any and all claims or liabilities arising from or connected with his or her or my presence on NEOC / PA premises, or on any property owned by others where activities are conducted. I agree, on my own behalf and on behalf of my children, not to assert or bring, at any time in the future, against NEOC, or the owner of property where program activities are conducted, any claim of any kind as a result of, or in any way arising out of or connected with, my or my children's participation in the activity. I agree to indemnify and hold NEOC / PA and such owners harmless from any and all such claims by me or my children, or anyone else related to or associated with us, or anyone representing any of the foregoing.
4. I am aware of the level of fitness that is needed for this activity. I certify that neither my children, nor I have any medical conditions or restrictions that prevent them from safely participating in this program, other than specified below.\*
5. I consent on behalf of me and my children to be photographed/filmed while participating in this activity and to use such photographs/footage for any purpose, including training, advertising, news articles and displays.
6. I understand that as part of the activities, it is necessary for NEOC / PA staff to place, adjust, and manipulate personal protective equipment on me or my children; I consent on behalf of my children to be touched for these purposes only.
7. I understand that this release applies to me, my children, and each of our heirs, insurers, successors and assigns.
8. I understand that I am responsible for obtaining any and all licenses necessary for this activity in the state of Maine, and for reading and understanding the rules and laws of the activity.

## RISKS IN ALL ACTIVITIES INCLUDE:

Falls, dehydration, muscle strains, muscle sprains, bone breaks, abrasions, cuts, concussions, overexertion, overheating, injuries from my lack of fitness level, mental or emotional conditions, injuries from the lack of appropriate clothing and equipment for the activity, exposure to biting insects and the infectious diseases they may carry, hostile or aggressive wildlife, equipment failures, losing control of the equipment, collisions with other vehicles, boats, or obstacles, failure to wear a helmet and/or other protective equipment, negligence of others, exposure to poisonous plants, sunburn, and the various forces of nature and acts of God, such as weather. Hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during the activity; NEOC / PA assumes no responsibility for providing medical care during the activity, and I will have to pay for any medical care and/or evacuation that my children or I incur.

I agree to follow the rules for the Activity provided to me and to follow directions given to me by the leaders of the Activity.

**ADDITIONAL ACTIVITY-SPECIFIC RISKS INCLUDE (BUT ARE NOT LIMITED TO) THE FOLLOWING:**

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Heat-related illnesses, dislocations, hypothermia, blisters, swimmer's ear, sinus problems, infection, seasickness, boat capsizes, tidal conditions and currents, rapidly changing weather and water conditions, collision with objects or other watercrafts; prolonged exposure to cold water, hypothermia, accidental drowning; mental anguish or trauma, travel or illness in remote areas; adverse weather conditions, exposure to sun, strong wind, cold storms, large waves, eddies and whirlpools, lightning, aggressive and/or poisonous marine life; wrist, arm, shoulder, and/or back injuries, slips and falls, water level risks, risks of falling out of the boat or off the paddleboard and drowning, or death.

I understand and acknowledge that the foregoing description of risks and dangers is not complete or exhaustive and that other risks and dangers, known and unknown, anticipated and unanticipated, may also exist and result in harm.

**I have read and understand the above terms and** The terms hereby shall be binding on my heirs, executors and administrators. As a parent/guardian, and, in consideration for permitting any minor child(ren) identified below to participate in the foregoing activities, the terms hereof shall further serve as an assumption of risk and release for my child or children. I personally agree to indemnify Releases for any claims of such minor child or children for any harm arising out of, or relating to participation in the activities, including claims asserting negligence of the Releases.

I also grant NEOC / PA the right to use any photos or films taken during my trip with NEOC / PA in their promotional efforts.

**CAFEFULLY READ BEFORE SIGNING!**

**By signing this document, both parties agree that an electronic signature has the same force and effect as a manual signature.**

|                  |                 |                |
|------------------|-----------------|----------------|
| First Name _____ | Last Name _____ |                |
| Address _____    |                 |                |
| City _____       | State _____     | Zip Code _____ |
| Phone _____      |                 |                |
| Email _____      |                 |                |

Adult Signature: \_\_\_\_\_ Date: \_\_\_\_\_