

OHIO RIVER TRIAL COUNCIL KAYAK AND CANOE CLUB
ADULT WAIVER & RELEASE OF LIABILITY
READ CAREFULLY BEFORE SIGNING

In consideration of being permitted to participate in any way in any Ohio River Trial Council Kayak and Canoe Club event and/or related activities/events. I, for myself, my personal representatives, assigns, heirs and next of kin:

1. I acknowledge, agree and represent that I understand the nature of whitewater, coastal water, moving water, and/or flatwater boating events and that I am qualified, in good health and in proper physical condition to participate in such events and willingly agree to comply with the stated and customary terms and conditions of participation. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in such events. If I decide to leave early and not compete in such events as planned, I assume all risks inherent in my decision to leave.

2. I fully understand that: (a) whitewater, coastal water, moving water and/or flatwater boating events involve risks and dangers of damage to personal property and serious bodily injury, including permanent disability, paralysis and death; (b) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in such events, the conditions in which such events take place, or the negligence of the "Releasees" named below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs and damages I incur as a result of my participation in such events.

3. I hereby release, discharge and covenant not to sue the Ohio River Trial Council Kayak and Canoe Club (including any of its administrators, directors, agents, officers, volunteers, employees, members, affiliated clubs, organizational affiliates, their respective certified instructors, certified instructor trainers, certified instructor trainer educators, administrators, directors, agents, officers, members, volunteers, and employees), event leaders (including organizers, facilitators, instructors, volunteers, or other participants), or any sponsors, advertisers, and, if applicable, owners and lessors of premises on which such events take place, (each considered one of the Releasees herein from all liability, claims, demands, losses, injuries, damage to property, or other damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this Release and Waiver of Liability, assumption of risk and indemnity agreement I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage or cost which any many incur as the result of such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional Release on all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

(PLEASE PRINT)

Name: _____
Address: _____

Home Phone: _____
Cell Phone: _____
Email: _____

Event Description: _____

Event Date: _____

Adult Signature: _____

Dated: _____