

# CHADWICK BROS. MARINE, INC.

## Release of Liability – Read Before Signing

In consideration of being permitted to participate in any way with Chadwick Bros. Marine, Inc., its related events, activities, furnishing of services and/or equipment to enable me to participate in Chadwick Bros. Marine, Inc., I, the undersigned, understand, acknowledge, and agree that:

1. Kayaking involves inherent hazards, dangers, risks, and such associated with the dynamic and unpredictable environment where kayaking and associated activities are held. Participants can be injured walking or climbing along the shore, getting into or out of boats on the shore or on the water and at other times and locations. Sunburn, wind, rain, lightning, or being in the open for extended periods may be uncomfortable or cause injury. Certain insects, plants, or animals may cause discomfort or injury.

I recognize that all hazards cannot be foreseen or controlled and this is not an exclusive or exhaustive list of possible ways to get injured. Injuries may occur as a result of my negligence, the negligence of others, or through no fault of my own or anyone else, because of the nature of the activity. The risk of injury from kayaking and any activity involving water may be significant, including the potential for injury or death. Chadwick Bros. Marine, Inc. does not have control of all the risks involved;

Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail or river route location, and water level, risks of falling out of or drowning while in a raft, canoe, or kayak, and such other risks, hazards and dangers that are integral to recreational activities and/or use of equipment;

2. My participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability;
3. I assume full responsibility for my own actions and for my voluntary decision to participate. I knowingly, freely, and expressly assume all risks, both known and unknown, of injury or death or damage or loss of personal property, even as a result of my negligence; negligence of my family or the negligence of those persons released from liability below;
4. I will comply with all rules and regulations. If I have any questions or observe any unusual and unnecessary hazard during my participation, I will immediately bring such to the attention of the nearest official;
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, IMDEMNIFY AND HOLD HARMLESS**, Chadwick Bros. Marine, Inc., the owners, lessors and lessees of premises used to conduct the kayaking activities, their directors, officers, officials, instructors, guides, volunteers, agents and/or employees (“Releasees”), **WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH** or loss or damage to person or property, whether or not caused by the negligence of the releasees;

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

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Printed Name

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Guardian’s Name if Participant is a Minor

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Participant’s Signature

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Date

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Guardian’s Signature

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Date