

**WILDFOWL TRUST OF NORTH AMERICA, INC.
CHESAPEAKE BAY ENVIRONMENTAL CENTER**

PADDLEPALOOZA JULY 13TH 2019

**RELEASE AND WAIVER OF LIABILITY,
INDEMNITY AGREEMENT AND ASSUMPTION OF RISK
Read carefully before signing**

I am aware that participation in the Waterfowl Trust of North America, Inc. here in after reserved as WTNA, Inc. Paddle Event is dangerous, physically demanding and hazardous, involving risk, injury, death, or personal property loss or damage. The risks include, but are not limited to, injury or fatality due to immersion underwater, impact with submerged or exposed objects, slipping and falling, accident or injuries in remote places without medical facilities, sprains, strains, dislocations, or other injuries, exposure to temperature extremes or inclement weather, accidents while traveling to and from activity sites and other risks that may not be known. I am also aware that weather and bay conditions are unpredictable and can be dangerous.

The dangers involved in kayaking and other paddle sports include those which may arise from the negligent acts or failures to act on the part of my instructors, trip leaders and fellow paddlers.

I am at all times fully and solely responsible for my own safety and well-being during events involving kayaking and related activities conducted under the auspices, sponsorship or leadership of the WTNA, INC., its officers, agents and members, and in transit to and from such activities.

I expect to assist my fellow paddlers to the best of my own personal skill and ability if they appear to need such assistance, but only so long as I can do so, in my own judgment, without significant danger to myself. I further understand that this does not imply any legal duty for me to do so, nor for anyone else to render such assistance to me.

I acknowledge that WTNA, INC.'s volunteers who lead club activities, trips, or workshops are not professional leaders, guides or instructors, and should not be regarded as such. I agree that I am solely responsible for my own safety at all times when participating in WTNA, INC. activities, and should consider and evaluate my ability to handle the conditions present at all times.

In Consideration for being permitted to participate in these activities I AGREE TO:

RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE WTNA, INC., WTNA, INC. trip initiators and leaders, all members of WTNA, INC., all trip participants, (collectively referred to as RELEASEES) for ALL CLAIMS OF LIABILITY for injury, death, property damage or other loss, now or in the future, as a result of my participation in these activities or activities incidental thereto, EVEN IF CAUSED BY THE NEGLIGENCE OF THE RELEASEES.

TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from all claims of liability for any injury, death, property damage or other loss I incur EVEN IF CAUSED BY THE NEGLIGENCE OF THE RELEASEES.

ASSUMPTION OF RISK- I acknowledge the dangers in the activities and I voluntarily ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, AND ACCEPT FULL RESPONSIBILITY for injury, death, property damage or other loss EVEN IF CAUSED BY THE NEGLIGENCE OF THE RELEASEES. I am free of any medical condition that might create undue risk to others or myself who might depend upon me in these activities.

Initials

IT IS THE INTENTION OF THIS AGREEMENT TO EXEMPT AND RELIEVE FROM LIABILITY AND BAR ANY RIGHT TO SUE RELEASEES FOR PERSONAL INJURY, PROPERTY DAMAGE AND WRONGFUL DEATH CAUSED BY NEGLIGENCE. I expressly agree that this Release and Waiver of Liability, Indemnity Agreement and Assumption of Risk Agreement is intended to be as broad and inclusive as permitted by the laws of the various states in which WTNA, INC. activities are conducted and that, if any portion of the agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

I agree that the event support ceases at 2pm. All boats must be off the water by 2pm. If I refuse to exit the water at 2pm I assume all risk and understand that event support will not be available to assist.

In the event that I am injured during an activity of WTNA, INC., I give permission for activity participants to administer first aid and to seek medical assistance as deemed necessary. I intend that the releases, waivers, and assumptions of risk contained in this agreement shall fully apply to any claim whatsoever on account of first aid treatment or service rendered to me during my participation in WTNA, INC. activities, EVEN IF CAUSED BY NEGLIGENCE OF RELEASEES.

I have carefully read **BOTH SIDES** (or pages, if someone failed to print the form on two sides) of this agreement and fully understand its contents. I AM AWARE THAT THIS IS A RELEASE AND WAIVER OF LIABILITY TO ALL RELEASEES AND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP IMPORTANT LEGAL RIGHTS. I understand and freely sign this agreement and agree that no oral representations, statements or inducements have been made apart from the foregoing agreement. This AGREEMENT shall bind my heirs, executors, personal representatives, assigns, legal representative and family members.

Name (print): _____ Signed: _____ Date: _____

Parent or Guardian, if Participant is less than 18 years old:

Name (print): _____ Signed: _____ Date: _____

OTHER IMPORTANT INFORMATION

Emergency contact:

Name (print): _____ Phone: _____

Level of swimming ability:

Please describe any medical conditions that the trip leader should know about for your safety (e.g. diabetes, allergy to bee stings, asthma):

Initials