

# Watercraft Usage at the Chesapeake Bay Environmental Center

## Hold Harmless Contract

BY SIGNING BELOW I HEREBY AGREE THAT I HAVE READ THIS PROVISION CAREFULLY AND HEREBY RELEASE THE WILDFOWL TRUST OF AMERICA, INC. (hereinafter "WTNA") and CHESAPEAKE BAY ENVIRONMENTAL CENTER (hereinafter "CBEC"), AND THEIR DIRECTORS, OFFICERS, OFFICIALS, EMPLOYEES, CONSULTANTS, VOLUNTEERS AND AGENTS FROM LIABILITY OF MY INJURY OR DAMAGES.

I, the undersigned for myself, my heirs, executors, representatives, administrators and assigns (and on behalf of the minor named below) (the "Minor") hereby acknowledge, understand and assume the risks involved for the use of WTNA's paddleboards and equipment and do hereby release, discharge, indemnify and hold harmless WTNA and the respective directors, officers, officials, employees, consultants, volunteers and agents (collectively, "WTNA Agents") from any and all claims, demands, judgments, actions and/or causes of action for any and all injuries, death or damages of any kind whatsoever directly or indirectly arising out of my (or the Minor's) use of WTNA's paddleboards and equipment.

I agree and acknowledge that I am (or the Minor is) physically fit to use WTNA's paddleboards and equipment and that there are no medical conditions to prevent me (or the Minor) from use of WTNA's paddleboards and equipment. In the event of my (or the Minor's) injury, illness or emergency during the use of WTNA's paddleboards and equipment, I hereby authorize WTNA to arrange for any medical treatment by medical personnel, including hospitalization or to arrange/provide any necessary transportation for such medical treatment.

The renter/member further agrees to reimburse WTNA for any loss of equipment or damage to equipment provided for their use. The renter/member further agrees to abide by all of the procedures and rules established by WTNA for the use of its watercraft/equipment/dock (see below).

Name of participant: \_\_\_\_\_

Participant signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

Name of participant: \_\_\_\_\_

Participant signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

Name of participant: \_\_\_\_\_

Participant signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

Name of participant: \_\_\_\_\_

Participant signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

### **We Tipped Over! What Do We Do?**

First, remain calm. The water depth around CBEC ranges from 6 inches to 6 feet. If you can stand, simply turn your watercraft over and carefully re-board it one person at a time. If this does not work for you, simply walk or swim the watercraft to the nearest shoreline and attempt to re-board from there.

### **Procedures and Rules at CBEC**

- \*Everyone must sign a Hold Harmless Contract/Covid-19 Wavier before getting on the water.
- \*Lifejackets must be worn at all times.
- \*No watercraft will leave the dock past 3:00pm.
- \*Everyone must return and check out at the Visitor Center by 4:45pm.
- \*Use of watercraft is free to CBEC members. Members have priority usage.
- \*Reservations are encouraged. Rentals are on a first come, first serve basis.
- \*Non-members must pay the \$30.00 per vessel rental fee.
- \*Check weather and wind before departure. Rentals will be cancelled when the NOAA weather Service issues a Small Craft Advisory.
- \*One member of the group must have a cell phone on at all times.
- \*Be able to physically perform your own self-rescue techniques.

### **ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY**

#### **FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

**Name of parent/guardian:** \_\_\_\_\_

**Parent guardian/signature:** \_\_\_\_\_

**Date signed:** \_\_\_\_\_

**Minor child's name(s):** \_\_\_\_\_

## **WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19**

**In consideration of being allowed to participate in WTNA-CBEC Kayaking programs and related events and activities, the undersigned acknowledges, appreciates, and agrees that:**

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,

3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the WTNA-CBEC Staff; and,

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the WTNA-CBEC their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

**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 IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name of participant: \_\_\_\_\_

Participant signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

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