

# Chesapeake Paddlers Association, Inc.



Event: \_\_\_\_\_ Date: \_\_\_\_\_

## Release of liability, waiver of claims, express assumption of risk, and indemnity agreement. Read carefully before signing.

I, \_\_\_\_\_ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Chesapeake Paddlers Association, Inc (CPA) activities, the movement of equipment related to the activities, travel to and from the activity sites, and that participating in CPA activities is potentially dangerous, physically demanding and hazardous, involving risk of injury, death, or personal property loss or damage. The risks include, but are not limited to:

1. Risk of injury from the activity and equipment utilized, including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries 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 and that may result in permanent disability and death.
2. Risk of injury or fatality due to possible equipment failure and/or malfunction or misuse of my own or others' equipment.
3. Risk of injury from variation and/or steepness of terrain, variation or changes in surfaces including but not limited to snow surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, trees, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, other persons, and other natural and man-made hazards.
4. Exposure to the elements and temperature extremes may result if frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration occur.
5. Dangers associated with exposure to natural elements including but not limited to immersion underwater, wave and seas state, avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions.
6. Accidents or illness occurring in remote places where there are no available medical facilities.
7. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
8. Impact or collision with other paddlers, boats, pedestrians, motor vehicles, and cyclists.
9. I am aware that weather and sea conditions are unpredictable and are dangerous. The dangers involved in sea kayaking include those that may arise from the negligent acts or failures to act on the part of my instructors, trip leaders and fellow paddlers, my own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, surfaces or other obstacles.

### I acknowledge and agree that:

1. I will wear protective and safety gear prescribed by Chesapeake Paddlers Association, Inc. However, protective gear cannot guarantee the participant's safety. I further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.
2. I am at all times fully and solely responsible for my own safety and well-being during trips, classes, courses and events involving sea kayaking and related activities conducted under the auspices, sponsorship or leadership of the CPA, its officers, agents and members, and in transit to and from such activities.
3. I expect to assist my fellow paddlers to the best of my own skill and ability if they appear to need such assistance, but only so long as I can do so 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.
4. I acknowledge that CPA 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 club activities, and should consider and evaluate my ability to handle the conditions present at all times.

### Release of liability, waiver of claims and indemnity agreement: In consideration for being permitted to participate in the above described activities I hereby agree, acknowledge and appreciate that:

1. I hereby release and hold harmless with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by negligence or otherwise, the Chesapeake Paddlers Association, Inc, their officers, directors, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise.
2. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities.
3. I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this agreement.
4. This agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after I sign it.
5. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable. 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 Chesapeake Paddlers Association, Inc. activities are conducted.
6. In the event that I am injured during an activity of CPA, 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 CPA activities, even if caused by negligence of releasees.

**I have carefully read 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.**

Name (print): \_\_\_\_\_ signed: \_\_\_\_\_ date: \_\_\_\_\_

Parent or guardian, if participant is less than 18 years old:

Name (print): \_\_\_\_\_ signed: \_\_\_\_\_ date: \_\_\_\_\_

Level of swimming ability: \_\_\_\_\_

Please describe any medical conditions that the trip leader should know about (e.g. Diabetes, allergy to bee stings, asthma, etc.) THIS FIELD MUST NOT BE BLANK:

In case of emergency contact: name (print): \_\_\_\_\_ Phone: \_\_\_\_\_