



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

Participant Name: \_\_\_\_\_ Participant Cell Phone: \_\_\_\_\_

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

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: \_\_\_\_\_

**Release of liability, waiver of claims, express assumption of risk, and indemnity agreement.**  
**Read carefully before signing.** (CPA Liability Waiver, April 2018)

IN CONSIDERATION of being permitted to participate in the kayaking and other activities ("the Activities") of the Chesapeake Paddlers Association, Inc. (CPA), I, for myself, my personal representatives, assigns, heirs, and next of kin, do hereby acknowledge, agree, and represent that 1) I understand the nature of kayaking, paddle sports and related activities, 2) I understand the inherent hazards and risks associated with Chesapeake Paddlers Association, Inc. activities, the movement of equipment related to the activities, travel to and from the activity sites, 3) I understand that participating in CPA activities is potentially dangerous, physically demanding and hazardous, involving risk of injury, death, and/or personal property loss or damage, 4) I am mentally and physically sufficiently fit to participate in such activities, and 5) if at any time I believe the conditions to be unsafe, I will immediately discontinue further participation, and assume all risks inherent in my decision to leave. The risks that I acknowledge that I could encounter include, but are not limited to, risk of injury or death including but not limited to broken bones, severe injuries to the head, neck, and back, and other personal injury, including permanent disability, paralysis, property damages, social and economic damages:

1. 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, 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. Due to the activity and equipment utilized and from possible equipment failure and/or malfunction or misuse of my own or others' equipment.
3. Due to the 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. Due to the exposure to the elements and temperature extremes that may result in frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hyperthermia, hypothermia and/or dehydration, and other environmental and weather conditions or hazards.
5. Due to dangers associated with exposure to natural elements including but not limited to immersion underwater, wave and sea states, avalanches, rock fall, exposure to temperature extremes or inclement weather, thunder and lightning, severe and or varied wind, tornados, waterspouts, temperature, and other environmental and weather conditions or hazards.
6. Due to accidents or illness occurring in remote places where there are limited or no available medical facilities and/or due to the length of time it takes to reach such facilities or have care arrive from such facilities.
7. Due to fatigue, exhaustion, chill, and/or dizziness, all of which may diminish my/our reaction time and increase the risk of accident.
8. Due to any impact or collision with other paddlers, kayaks, boats, jet skis, pedestrians, motor vehicles, cyclists, or any other person, equipment or vehicle.
9. Due to weather and sea conditions, which I understand and acknowledge are unpredictable and are dangerous.
- 10. I am aware and understand that the dangers involved in sea kayaking include those that may be due to and arise from the negligent acts or failures to act on the part of my instructors, trip leaders, trip organizers, event hosts, and/or fellow paddlers, my own negligence and/or the negligence of others, including but not limited to operator error and decision-making including misjudging terrain, weather, sea conditions, surfaces or other obstacles.**

**Release of liability, waiver of claims, express assumption of risk, and indemnity agreement, continued.**

(CPA Liability Waiver, April 2018)

**I acknowledge and agree that:**

1. I have read the above 10 items, understand them, 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 or that of a minor in the Activities.
2. I will wear and properly use all of the protective and safety gear prescribed by Chesapeake Paddlers Association, Inc. However, I am aware and understand that protective gear cannot guarantee the participant's safety. I understand that helmets or other protective head gear could protect me from injury and if I choose not to wear a helmet, I do so knowingly and intentionally. I further understand and 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 even if worn.
3. 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, as well as in transit to and from such activities.
4. 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.
5. I acknowledge that CPA volunteers who lead club activities, trips, or workshops are not professional leaders, guides or instructors, nor are they certified by an organization requiring certain skills or knowledge of safety practices. I agree that I am solely responsible for my own safety at all times when participating in club activities, and that I must consider and evaluate my ability to handle the conditions present at all times.

**In consideration for being permitted to participate in CPA activities I hereby agree, acknowledge and appreciate that:**

1. I hereby release, save and hold harmless, and agree to promptly indemnify the Chesapeake Paddlers Association, Inc., their officers, directors, and volunteers, including event organizers and trip leaders ("the releasees"), from liability and responsibility whatsoever for any and all liability, claims, demands, losses, injuries, damage to property, causes of action or other damages, including but not limited to the costs of litigation and attorneys' fees, that I, my estate, heirs, survivors, executors, or assigns may have for any and all personal injury, disability, property damage, wrongful death, and/or other losses, damage, and/or claims arising out of or resulting from or in connection with the Activities, whether caused by active or passive negligence of the releasees or otherwise.
2. 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.
3. This agreement shall apply to any and all injury, disability, death, loss, or damage to person and/or property occurring at any time after I sign it.
4. 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 releasees and relieve them from liability and bar any right of participants to sue releasees for personal injury, disability, property damage, wrongful death and/or other losses, damage, and/or claims caused by the negligence of any person, including that of the releasees. 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.
5. In the event that I am injured during an event, trip, workshop and/or other activity of CPA, I give permission for other participants to administer first aid and to seek medical assistance as deemed necessary. I intend that the releases, waivers, indemnity agreements, 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 or others.

**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: \_\_\_\_\_

Signed on behalf of \_\_\_\_\_ (Print Name of Minor), as that Child's Parent or Legal Guardian.