



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 2021)

IN CONSIDERATION of being permitted to participate in the kayaking and other activities ("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 I understand the nature of kayaking, paddle sports and related activities. I understand that the inherent hazards and risks associated with participating in CPA Activities, the movement of equipment related to the Activities, as well as travel to and from the Activity sites is potentially dangerous and physically demanding and hazardous. I am mentally and physically sufficiently fit to participate in such Activities. 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 do so. The risks that I acknowledge that I could encounter, and that I expressly agree to assume, include risk of death or injury, including but not limited to, broken bones, severe injuries to the head, neck, and back, permanent disability, paralysis, and other personal injury, as well as property, social, and economic damages:

1. Due to immersion underwater; impact with submerged or exposed objects; slipping and falling; accident, illness, or injury in remote places without, or with limited, medical facilities; sprains, strains, dislocations, or other injuries; accidents while traveling to and from Activity sites; and other risks that may not be known.
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, and diminished traction, including but not limited to snow surfaces, ice, 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 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, such as: wave and sea states, avalanches, rock fall, thunder and lightning, severe wind, tornados, and/or waterspouts.
5. Due to fatigue and/or dizziness, or any other physical or medical conditions.
6. Due to any impact or collision with other paddlers, kayaks, boats, jet skis, pedestrians, motor vehicles, cyclists, or any other person, equipment or vehicle.
7. Due to exposure to any contagious or communicable disease, including COVID-19 caused by the novel coronavirus.
8. Due to any 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.

I acknowledge and agree that:

1. I have read and understand the above risks, and I fully accept and assume all such risks and all responsibility for any losses, costs, and damages I may 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 CPA. 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

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

(CPA Liability Waiver, April 2021)

spinal cord even if worn.

3. I agree to abide by the Chesapeake Paddlers Association, Inc. Guidelines for Club Paddles Under COVID-19 Going Forward May 2, 2020 (online at <https://www.cpakayaker.com/cpa/chesapeake-paddlers-association-inc-guidelines-for-club-paddles-going-forward-5-2-2020/>)

4. I acknowledge that CPA volunteers who lead CPA 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 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 CPA, its officers, agents and members, as well as in transit to and from such activities, and that I must consider and evaluate my ability to handle the conditions present at all times.

5. 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.

6. 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 the negligence of releasees or others.

I hereby release, covenant not to sue, save and hold harmless, and agree to promptly indemnify CPA, its officers, directors, and volunteers, including event organizers, co-organizers, assistant organizers, event hosts, 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.

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.

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.

This agreement shall be binding to the fullest extent permitted by law. If any provision of it 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, waiver of liability, indemnity, and assumption of risk agreement is intended to be as broad and inclusive as permitted by the laws of the various states in which CPA Activities are conducted.

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.