

WORLD CLASS KAYAKING SCHOOL
PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK

In consideration of the services of World Class Kayak School, and its owners and staff (hereinafter collectively referred to as "WCKS"), I hereby agree to release, indemnify and discharge WCKS, on behalf of myself, my children, parents, heirs, assigns, personal representative and estate as follows:

1. I acknowledge that kayaking entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, property and/or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. **The risks include, but are not limited to:** boat capsizing, tidal conditions and currents, travel in remote areas, collision with objects or other watercraft, prolonged exposure to cold water, hypothermia, hyperthermia, accidental drowning, mental anguish or trauma, illness in remote areas, adverse weather conditions, exposure to sun, strong wind, cold storms, large waves, eddies and whirlpools, and lightning, aggressive and/or poisonous terrestrial and/or marine life, wrist injuries, arm injuries, shoulder injuries, back injuries, slips and falls while hiking, and rapidly changing weather and water conditions. Furthermore, WCKS guides have difficult jobs to perform. They strive for safety, but are fallible. They might be unaware of a participant's fitness or abilities. They may misjudge the weather, elements and/or terrain. They may give inadequate warnings or instructions. Also equipment may fail or malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntarily, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify WCKS from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of WCKS equipment, or facilities, **including any such claims which allege negligent acts or omissions of WCKS.**
4. Should WCKS or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against WCKS, I agree to do so solely in the state of Florida and I further agree that the substantive law of that state shall apply in that action without regard to the law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf. I agree that any film or photographs of me/us, as participants, become the property of WCKS, a copy of which may be purchased from WCKS at a set fee, and may be used for promotional or commercial purposes.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during

my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against WCKS on the basis of any claim from which I have released them herein. I have sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print name: _____ Signature of Participant _____

Address: _____
Street City State Zip Code

Phone: _____ Email: _____ Date: _____

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of _____ (print minor's name) ("Minor") being permitted by WCKS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless WCKS from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use of participation by Minor.

Parent or Guardian _____ Print Name _____ Date _____