RELEASE OF LIABILITY / LIABILITY WAIVER FORM

I agree to be solely responsible for my own safety and to take every precaution to provide for my own safety and well being while participating in activities sponsored or conducted by the Kansas Canoe & Kayak Association, hereinafter referred to as "KCKA" and any of its representatives, agents, directors, officers, members, trip coordinators, and fellow paddlers. This RELEASE AND WAIVER is given in the interest of permitting the KCKA to exist and serve the paddling community and to enable my fellow paddlers and me to feel free to donate our service to help each other without fear of liability. My release is given in consideration for membership and similar waivers granted on my behalf by other members of KCKA. This RELEASE AND WAIVER has no expiration date.

By signing below, I acknowledge that all activities sponsored by the Kansas Canoe & Kayak Association (KCKA) may be hazardous, and may result in accident, loss, damage, injury, or death. I am aware that during any trip or event in which I am participating under the arrangement of KCKA and its trip coordinators, agents, employees, and associates, certain substantial risks and dangers may occur, including but not limited to injury or death for the hazards of traveling in any river conditions, hiking, accidents in remote places without medical help, the forces of nature, and travel by automobile, bus, or other conveyance. By signing below, I acknowledge that I have reviewed and fulfilled the statements outlined in the KCKA Trip Participant Guidelines.

In consideration of my participation in such trips or events, activities, and services of food, if any, arranged for me by KCKA, its agents, employees, and associates, and with full knowledge of the aforementioned dangers, and intending to be legally bound, I hereby agree for myself and on behalf of all my family and heirs to RELEASE the KCKA and any of its representatives, agents, directors, officers, members, trip coordinators, and fellow paddlers from any and all liability, claims, demands, or any causes of action and NOT TO SUE OR OTHERWISE MAKE ANY CLAIM against the KCKA and any of its representatives, agents, directors, officers, members, trip coordinators, and fellow paddlers whatsoever which may arise during my participation in any activities of the KCKA.

I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments, expenses, and costs, including, but not limited to damages and attorney's fees, incurred in connection with any claims brought as a result of my participation in KCKA activities and which are released by the terms of this agreement.

I intend this RELEASE OF LIABILITY to be effective whether or not any accident, loss, damage, injury, or death RESULTS FROM THE NEGLIGENCE OF KCKA and any of its representatives, agents, directors, officers, members, trip coordinators, and fellow paddlers. I understand that negligence means a failure to do an act which a reasonably careful person would do, or the doing of an act which a reasonably careful person would not do, under the same or similar circumstances, to protect himself or herself, or others, from accident, injury or death.

TRIP PARTICIPANTS MUST SIGN & DATE BELOW

Participant:	***Signature:***	***Date:***

IF ANY PARTICPANT IS UNDER THE AGE OF 18, A PARENT OR GUARDIAN MUST READ AND SIGN BELOW:

I am the legal guardian of the above minor participant and have read the above application, agreement, and RELEASE AND WAIVER. I hereby consent to the term of membership and the RELEASE AND WAIVER on behalf of the named minor participant, and give my consent to the participation of the above named minor in all activities of the KCKA on the terms stated.

Signature: _____ Date:_____

Parent or legal guardian

Kansas Canoe & Kayak Association