

**KANSAS CANOE ASSOCIATION
WAIVER AND RELEASE OF LIABILITY**



(IMPORTANT - READ BEFORE SIGNING!)

In consideration of being allowed to participate in The Kansas Canoe Association trip, and related events and activities, the undersigned:

1. Agree that prior to participating, they each will inspect the facilities and equipment to be used, and if they believe anything is unsafe, they will immediately advise their coach or supervisor of such condition(s) and refuse to participate.
2. Acknowledge and fully understand that each participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result only from their own actions, inactions or negligence, but the actions, inactions or negligence of others, the rules of play, or the condition of the premises or of any equipment used. Further, that there may be other risks not known to us or not reasonably foreseeable at this time.
3. Assume all the foregoing risks and accept personal responsibility for the damages and medical expenses following any such injury, permanent disability or death.
4. Release, waive, discharge, and covenant not to sue Kansas Canoe Association, Inc., its affiliated clubs, their respective administrators, directors, agents, coaches, and other employees of the organization, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event, all of which are hereinafter referred to as "releasees", from any and all liability to each of the undersigned, his or her heirs and next of kin for any and all claims, demands, losses, or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise.
5. **FOR MINORS:** Agree that the parents and/or legal guardians will instruct the minor participant that prior to participating, he or she should inspect the facilities and equipment to be used, and if the participant believes anything is unsafe, he or she should immediately advise his or her coach or supervisor of such conditions) and refuse to participate.
6. Understand that the Activities involve certain inherent risks including, but not limited to: forces of nature, dangerous roads, trails, vehicles, boats or other means of conveyance; drowning, sprains, strains, bruises or broken bones; ticks, insect bites and stings; high altitude related illness; unsanitary food or water; accident or illness without access to means of rapid evacuation or availability of medical supplies; inadequate medical attention; physical exertion for which I am not prepared; and negligence on the part of Kansas Canoe Association, its Board, its Directors, or its Members. I understand that the aforementioned hazards and risks are described by way of example only, and

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that there are numerous other hazards and risks inherent in canoeing, kayaking, rafting, and travel.

- 7. Understand and agree that neither the Kansas Canoe Association, my guides, trip leaders, trip coordinators, or assigns (collectively hereinafter collectively referred to as the "Released Parties") shall be held liable or responsible in any way for any injury, death or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in the Activities or as a result of the negligence of any party, including the Released Parties, whether passive or active.
8. Knowingly, intentionally and voluntarily waive, release, indemnify, and agree to hold harmless the Activities and the Released Parties from any and all actions, claims, or lawsuits that I, my family, estate, heirs, or assigns, may have for any damage, injury, paralysis, or death to myself or any other person arising out of my participation in the Activities. If I, or anyone asserting a claim through me based upon my participation the Activities, sues any Released Party, or otherwise violates the terms of this Agreement, I or such person(s), shall be responsible for and shall pay all attorneys fees and costs incurred by the Released Parties in defending such action.
9. This waiver may not be modified in any way. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.

THE UNDERSIGNED HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARILY.

Participant's Name: _____ Signature: _____
Date: _____
Address: _____ City: _____
State: _____ Zip: _____
Date of Birth: _____ Club Trip/Event Name: _____
Date of Trip/Event: _____
Name of Parent/Guardian: _____ Signature: _____
Relationship: _____

All participants must submit a signed waiver for each trip or event they enter.
You may make copies as needed. Please print neatly.

revised: 06/18/2003