

# WAIVER AND RELEASE OF LIABILITY

I desire to participate in whitewater rafting, hiking, kayaking, camping or canoeing and, in consideration of the provision of the opportunities to participate in such activities and the provision of services and/or certain equipment to facilitate participation, I hereby agree as follows on my behalf:

I fully understand and acknowledge that: (a) risks and dangers exist by virtue of the nature of the activities of rafting, hiking, kayaking, camping or canoeing, in use of rafting, hiking, kayaking, camping or canoeing equipment and participation in rafting, hiking, kayaking, camping or canoeing activities; (b) such activities, my use of such equipment and/or participation in such activities may result in illness or injury or death or damage to personal property and (c) these risks and dangers may be caused by other participants, or by accidents, or by the forces of nature, or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes, including, but not limited to, selection of trail or river route, water level, current, under water hazards, weather conditions, risks of overturning or falling out of a raft, kayak or canoe, and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, water, outdoor or recreational environment. I hereby knowingly and voluntarily accept and assume these risks and dangers and the risks of illness, injury or death or damage to personal property on my behalf.

I have been advised that I must wear an approved personal flotation device at all times while on the water. I affirm that I will not be under the influence of alcohol or controlled substance, and will not carry, use or consume these substances before or during the scheduled activities. Any claims or dispute arising from the activities, my participation in **Canoe, Kayak & Paddle Co., LLC (herein "CKAPCO")** activities, or use of equipment shall be subject to resolution in the jurisdiction and venue of the Circuit Court in the County of Fairfax in the State of Virginia.

I understand that I must be in good physical condition to participate in the activities. I am in good health and am at or above the minimum age stated in advertising for each activity in which I will participate. I understand that strenuous physical exertion may be required and I have no known physical disabilities or health problems, which will present any risk to my participation in the activities. CKAPCO recommends that I receive a physical examination before participating in the activities. CKAPCO, at its sole and absolute discretion, reserves the right to request a certificate of good health and fitness from a licensed physician before allowing participation by me. If I do not provide such a certificate when requested, CKAPCO, at its sole and absolute discretion, reserves the right to refuse to allow my participation in any classes, training or activity, even if I have already made payment for participation in accordance with this Agreement; provided, however, CKAPCO has no responsibility to request a physician's certificate from any student, and shall incur no liability whatsoever as a result of its failure to do so. I, on my behalf and on behalf of my personal representatives, executors and heirs, release and agree to indemnify, defend and hold harmless CKAPCO, its members, directors, officers, employees, instructors and agents ("the Releasees") from any and all injuries, losses or liabilities incident to my involvement or participation in these programs as provided above to the fullest extent permitted by law (the "Release and Indemnity"). This Release and Indemnity shall include, but not be limited to, all injuries, losses or liabilities of whatever nature incurred or sustained to me or property as a result of the negligence of the Releasees. I permit the use of any photos, slides, films, or sketches of me taken during the day's activities for publicity, advertising, promotion or other commercial purpose. This agreement constitutes the entire agreement of the parties, is signed under seal, and shall be binding on my heirs, successors, assigns, administrators and executors.

**I HAVE READ THE ABOVE, UNDERSTOOD IT, AND BY SIGNING IT AGREE TO ITS TERMS. I ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO ASK QUESTIONS ABOUT THE AGREEMENT AND ITS TERMS AND HAVE BEEN AFFORDED THE OPPORTUNITY TO CONSULT MY OWN COUNSEL WITH REGARD TO IT, ITS TERMS, ITS SCOPE AND ITS MEANING.**

Name (Print) \_\_\_\_\_ Signature \_\_\_\_\_ (Seal)

Street Address: \_\_\_\_\_ EMAIL: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

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