



# Paddlesports Waiver and Release of Liability

- Please read carefully—this is an Official Electronic Document (OED)
- Each person in a group must submit one of these forms. If the person is under the age of 18, then a parent or guardian must sign their form and assume responsibility for the minor.

## WARNING

There are significant elements of risk in any adventure, instruction, or activity with kayaking, canoeing, stand-up paddle boarding (SUP), and or sea kayaking (referred to herein as “activity”), and the use of any activity-related equipment.

In consideration of Woods & Waters furnishing services, their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (herein collectively referred to as the “concessionaire”), the Woods & Waters premises and/or equipment to enable me to participate in the activity, I agree as follows:

Although the concessionaire has taken reasonable steps to provide you with appropriate equipment, instruction, and/or skilled guides so you can enjoy an activity for which you may not be skilled, we wish to remind you this activity is not without risk. Certain risk cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to your equipment, or accidental injury, illness, or in extreme cases permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and be informed of inherent risks. The following describes some, but not all, of those risks:

- Changing water flow, tides, waves, or currents;
- Changing weather, inclement weather, variances and extremes of wind, weather, and temperature;
- Presence of insects and animals;
- Cold- and/or heat-related injuries and illnesses including frostbite, frost nip, heat exhaustion, heat stroke, hypothermia, and dehydration;
- Sense of balance, physical coordination, ability to swim, and/or follow directions;
- Getting in/out, or on/off, the craft;
- Travel, including hiking, portaging craft, and travel to/from or during the activity;
- Collisions with other participants, any portion of the interior of the craft, other water craft, manufactured or natural objects, including, but not limited too, overhanging, submerged, and or semi-submerged trees, branches, rocks, boulders, docks, piers, or buoys;
- Loss of control of the craft, collision, capsizing, and sinking of the craft, which can result in wetness, injury, exposure to the elements, hypothermia, and/or drowning;
- Accidents or illnesses occurring in remote places where there are no available medical facilities;
- Fatigue, chill, overheating, shortness of breath, and/or dizziness which may diminish reaction time or decision making and increase risk of accident.

**As a participant in the activity, I fully understand and acknowledge that:**

- (a) outdoor recreational activities have inherent risks, dangers, and hazards and such exist in my use of paddle sport equipment and my participation in paddle sport activities.
- (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability;
- (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Woods & Waters; the negligence of participants, the negligence of theirs, accidents, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, problems with equipment or guide decision making, including that a guide may misjudge terrain, weather, trail or lake/water conditions, and water level, risk of falling out or drowning while paddle sporting and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, lake/river, outdoor, or recreational environment.
- (d) equipment must be operated in accordance with its designed use and that I should maintain a safe body position while attempting skills and activities;
- (e) if I am negligent or abusive toward equipment, or using equipment in a way not intended for its designed use even after instruction, and cause damage to equipment beyond normal wear and tear, and/or loss, I am aware that damage and/or loss will result in credit card charges for compensation.
- (f) if renting equipment for self-guided activities, I agree to stay within both my and the vessel's limitations. For a SUP or recreational sit-on-top kayak, it is recommended I paddle within a safe swimming distance from shore and be in the following wind and wave conditions: winds less than 10 knots, waves less than 1 foot, river current less than 1 knot, and no surf (shore break less than 1 foot). For all paddlecraft rentals, I must paddle within 0.5 nautical miles from a shore and be in the following wind and wave conditions: winds less than 10 knots, waves less than 1 foot, river current less than 1 knot, and no surf (shore break less than 1 foot). Stay out of navigational channels (marked by red/green channel markers) except when crossing, and when crossing — cross at right angle to the channel. You must also be able to get on/off or in/out of a paddlecraft independently, independently get out and from under a capsized paddlecraft, and independently remount or reenter the paddlecraft in deep water.**
- (g) if I am renting equipment for self-guided activities, I understand I am responsible for the kayak/canoe/SUP and accompanying rental gear, its repair and/or full replacement value, and its operation if any damage or loss occurs during my rental period. Any damage beyond normal wear and tear, and/or loss, will result in credit card charges for compensation on loss or damage of equipment. I understand I will be engaging in physical exertion, strenuous activity, and other activities that could cause injury to me or others without any oversight from the owners, employees, officers or agents of Woods & Waters.

By my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Woods & Waters, or by any other person including myself. I also verify that I am in good health, have no disability or ailment that prevents me from participating, and am fully capable of participating in this activity. I am not under the influence of any drugs or alcohol of any kind, nor do I have them in my possession. My participation in this activity is voluntary. **I also agree to wear a properly secured USCG-approved personal flotation device, of Type III or better, at all times on/in the water.** These statements also apply to any minor children for which I am responsible and signing for.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, discharge, hold harmless, defend and indemnify Woods & Waters and its owners, officers, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of paddle sport equipment on or off premises and my participation in paddle sport activities. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have at present time or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Woods & Waters. Woods & Waters is exempt from any accidents that have occurred during operating the kayak/canoe/SUP and is not liable for any injuries sustained by the user.

***I have read the waiver and release and by signing it, agree it is my intention to exempt and relieve Woods & Waters from liability for personal injury, property damage, or wrongful death caused by negligence or any other cause. I, and minors I am responsible for, accept the terms and conditions stated herein.***

***I understand that the electronic signature below shall have the same legal effect as if written manually. I also understand that I will be asked to provide identification prior to receiving equipment and/or service.***