

RELEASE OF LIABILITY - READ BEFORE SIGNING

Print Name on Line ➤

I, _____ the undersigned,
in consideration of being allowed to participate in any way in the **Sunrise Canoe and Kayak ("SCK", "the Company")** program,
it's related events and activities, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. The same elements that contribute to the unique character of this activity can be causes of loss or damage to equipment, accidental injury to participants, illness, or in extreme cases, permanent injury or death; and,

I acknowledge that canoeing and kayaking on rivers, coastal waters, and lakes entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Whitewater rapids, wave/wind action, tidal currents, or fog may be encountered. Canoes and kayaks can capsize and/or fill with water; one may be washed out of the boat. One can slip or fall during a hike resulting in damage to equipment or personal injury. Accidents can occur getting in and out of canoes and kayaks. Canoes, kayaks, rocks, trees and almost everything else are slippery when wet or icy. Exposure to the natural elements can be uncomfortable and/or harmful. I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps. Also prolonged exposure to cold water can result in hypothermia and in extreme cases death. Accidental drowning is also a possibility. I understand that the use and proper wearing of a personal floatation device at all times is strongly recommended; and,

2. I understand and acknowledge the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated may also result in bodily injury, death, illness, or damage to myself, to my property or to others. I expressly accept those risks not specifically listed above as well. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks; and,

3. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for my participation; and,

4. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Company immediately; and,

5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS SUNRISE CANOE AND KAYAK, SCK**, the company, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used for the activity ("Releasees"), **WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH**, or loss or damage to person or property associated with my presence or participation, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law; and,

6. This agreement shall be governed in all respects by the laws of the State of Maine; and,

7. Should it become necessary for SCK, or someone on SCK's behalf, to incur attorney's fees and costs regarding my participation in this activity, I agree to pay SCK reasonable costs and attorney's fees if SCK is not held liable for my injuries or damages.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

*Participant
Signature* ➤ _____

Age ➤ _____ *Date* ➤ _____

PARENTS or GUARDIANS of PARTICIPANTS under age 18 *please read, print, sign, and date*

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her participation in this activity and consent and agree to his/her release of liability as provided above of all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these program as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law.

PARENT/GUARDIAN NAME: _____

SIGNATURE: _____

DATE: _____