

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY

Name of Participant: _____

Activity, Location and Date: _____

Instructors: _____

In this document, "SherriKayaks," means SherriKayaks, LLC, a Wisconsin limited liability company, its members, employees, and agents, including full or part time instructors teaching the activity described above.

I understand that there are risks associated with my participation in the above activity, which involves canoeing or kayaking and takes place on water. These risks cannot be eliminated without destroying the unique character of the activity. These risks include the possibility of serious and permanent bodily injury and death. SherriKayaks wants me to understand that the risks include my capsizing and drowning or injuring myself on a submerged object or another boat, joint dislocations, cold and heat related injuries and illnesses including rapid and serious loss of body temperature (called hypothermia), heat exhaustion, heat cramps, heat stroke, dehydration and sunburn. Canoes and kayaks can be unstable, particularly to a beginning student, and the risk of capsize is greatly increased for the beginner. If I am improperly dressed for immersion in cold water, I could become hypothermic. I could slip and fall getting in or out of a boat, collide with another boat, or lose my sense of balance, coordination or ability to swim. There may be adverse weather, including lightning, contact with hazardous terrestrial and marine plants and animals, and unavailability of timely first-aid or emergency treatment. I realize that this list does not include all of the possible risks associated with the above activity. I understand that SherriKayaks will provide equipment and instruction, but that SherriKayaks cannot control or influence my conduct or eliminate the risks associated with the activity.

I understand and agree that it is my responsibility to heed all instructions and warnings, to maintain control of my person and equipment, to refrain from acting outside the limits of my ability, and to refrain from acting in a manner that may cause injury or harm to myself or others. At any time that I believe that conditions are unsafe, I will immediately discontinue participation.

I have adequate insurance to cover any injury or damage I may incur or cause, and I agree to bear the costs of all injury or damage. I have no medical or physical condition that could interfere with my safety, and I am willing to assume the costs of all risks that may be caused by my medical or physical condition.

ASSUMPTION OF RISK. I ACCEPT AND ASSUME ALL OF THE RISKS INHERENT IN THIS ACTIVITY. MY PARTICIPATION IN THIS ACTIVITY IS VOLUNTARY AND I ELECT TO PARTICIPATE DESPITE THE RISKS. I ASSUME AND ACCEPT FULL RESPONSIBILITY FOR ANY LOSS, DAMAGE OR EXPENSE I MAY SUSTAIN OR INCUR, INCLUDING DAMAGE TO MY PROPERTY, AND MY PERSONAL INJURY OR DEATH, RESULTING FROM MY PARTICIPATION IN THE ABOVE ACTIVITY. I HAVE NO EXPECTATION THAT SHERRIKAYAKS WILL PROTECT MY SAFETY, EXCEPT TO PROVIDE ME WITH PROPER INSTRUCTION.

WAIVER OF LIABILITY. I HEREBY WAIVE ALL CLAIMS OF ANY NATURE I MAY HAVE AGAINST SHERRIKAYAKS FOR ANY LOSS, DAMAGE OR EXPENSE I SUSTAIN OR INCUR, INCLUDING THOSE RELATED TO MY PERSONAL INJURY OR DEATH, RESULTING FROM MY PARTICIPATION IN THE ABOVE ACTIVITY, OR MY USE OF SHERRIKAYAKS' EQUIPMENT. I AM NOT WAIVING CLAIMS FOR INTENTIONAL OR RECKLESS CONDUCT OF SHERRIKAYAKS, BUT I AM WAIVING CLAIMS DUE TO THE NEGLIGENCE OF SHERRIKAYAKS. BY SIGNING THIS DOCUMENT, I AGREE THAT IT MAY BE DETERMINED IN A COURT OF LAW THAT I HAVE WAIVED MY RIGHT TO BRING A LAWSUIT AGAINST SHERRIKAYAKS AS A RESULT OF MY RELEASE OF ANY CLAIM FOR NEGLIGENCE.

INDEMNIFICATION. I HEREBY INDEMNIFY AND AGREE TO HOLD HARMLESS SHERRIKAYAKS FROM ANY LOSS, DAMAGE, OR EXPENSE, INCLUDING REASONABLE ATTORNEYS FEES, FOR ANY CLAIMS MADE AGAINST SHERRIKAYAKS BY ANY THIRD PARTY FOR MY PERSONAL INJURY OR DEATH OR FOR CLAIMS MADE AGAINST SHERRIKAYAKS BY ANY THIRD PARTY FOR DAMAGE TO PROPERTY OR INJURY TO A THIRD PARTY AS A RESULT OF MY PARTICIPATION IN THE ACTIVITY.

Signature of Participant _____ Date: _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT

In consideration of my child or ward being permitted to participate in the activity, I agree to indemnify and hold harmless SherriKayaks from any claims alleging negligence which are brought by or on behalf of said minor, or are in any way connected with such participation by said minor.

Parent or Guardian _____ Date: _____