

Canoe Kentucky/UCanoe

ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISKS AND RESPONSIBILITY AND RELEASE OF LIABILITY

WARNING: THIS ACTIVITY REQUIRES STRONG SWIMMING ABILITY. There are significant elements of risk in any adventure, sport, or activity associated with water sport type risk, the outdoors, the presence or use of any type of watercraft and the use of related equipment, and activities incidental thereto (*referred to herein as "activity"*). Although we have taken reasonable steps to provide you with appropriate equipment and/or skilled staff so that you can enjoy an activity for which you may not be skilled, this activity is not without risk. Certain risks 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 equipment, or cause accidental injury, illness, or in extreme cases, permanent trauma or death. For your safety and that of other participants, prior to using any equipment, it is important that you understand applicable boating laws and rights of way. We don't 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 to be informed of the inherent risks.

ACKNOWLEDGMENT OF RISKS: I acknowledge that the following describes some, but not all, of those risks: (1) changing water flow, tides, currents, wave action, and ships' and boats' wakes; (2) collision with any of the following: the watercraft or equipment upon which I am the operator or passenger, other participants, other watercraft, and manmade or natural objects; (3) wind shear, inclement weather, lightning, variances and extremes of wind, weather, and temperature; (4) my sense of balance, physical coordination, ability to operate equipment, swim, and/or follow directions; (5) collision, capsize, sinking, or other hazard which results in wetness, injury, exposure to the elements, hypothermia, or drowning; (6) getting in and out of the craft; (7) travel, including travel to or from the activity; (8) the presence of insects, marine life forms, or hazardous or poisonous plants or animals; (9) equipment failure or operator error; (10) heat or sun related injuries, including sunburn, sunstroke, or dehydration; (11) cold-related injuries such as hypothermia or frostbite; (12) fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of an accident; (13) contact with garbage, debris, and/or pollution.

I am (we are) aware that this activity may entail risks of injury, illness, or death. I/we understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I/We agree to assume responsibility for the risks identified herein and those risks not specifically identified. My/our participation in this activity is purely voluntary. No one is forcing me/us to participate. I verify that I am physically fit, not under the influence of alcohol or drugs at this time, and sufficiently qualified, trained, and capable to participate in these activities. Therefore, I assume full responsibility for myself and any minor children for which I am responsible for bodily injury, illness, death, loss of personal property, and expenses thereof as a result of any accident which may occur. I/we elect to participate in spite of the risks. I am responsible for protecting my skin and eyes from the elements. **I agree to wear a US Coast Guard approved personal flotation device (life jacket) while participating in the activity. I also agree not to consume or possess alcohol or illegal drugs while participating in the activity, and not to participate in the activity while under the influence of alcohol or drugs.**

I assume the risk(s) of personal injury, accidents, and/or illness, including but not limited to sprains, torn muscles and/or ligaments, broken bones, eye damage, cuts, wounds, scrapes, abrasions and/or contusions, dehydration, drowning, oxygen shortage (anoxia), exposure, head, neck, and/or spinal injuries, bite or attack by animal, insect, or marine life, allergic reaction, shock, paralysis, hyperthermia, hypothermia, infectious disease, and death.

COVENANT OF GOOD FAITH: I recognize that you, provider of services, will operate under covenant of good faith and fair dealing, but you may find it necessary to terminate an activity due to forces of nature, medical necessities, or other problems, and/or refuse or terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in this activity. I accept your right to take such actions for the safety of myself and/or other participants.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in this activity. I either have appropriate medical insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf. I agree that any film, photographs, video, or digital images of me/us as participants becomes your property and may be used for promotional or commercial purposes.

RELEASE: In consideration of services or property provided, I for myself and any minor children for whom I am parent, legal guardian, or otherwise responsible, any heirs, personal representatives, or assigns, that: **CANOE KENTUCKY, UCANOE, AND UNION COLLEGE**, their principals, directors, officers, agents, employees, and volunteers, their insurers, and each and every landowner, municipal and/or government agency upon whose property activity is conducted, and their insurers, if any, shall have no liability of any nature for any and all damages to me and other persons or properties as a result of any acts, omissions, or negligence of the "owner" or any other person (including myself) or entity and I hereby release and discharge the owner and insurer, if any, for any damage.

CANOE KENTUCKY IS A SUBSIDIARY OF BLUEGRASS CANOES, INC. UCANOE IS PART OF UC OUTDOORS, A PROGRAM OF UNION COLLEGE.

BY SIGNING THE CAMPER'S REGISTRATION FORM, YOU ACKNOWLEDGE THAT YOU HAVE READ AND COMPLETELY UNDERSTAND THE CONTENTS OF THIS WAIVER.