

# 27 - 80 Paddlers

## RISK ASSUMPTION, WAIVER and RELEASE OF LIABILITY

PLEASE DO NOT SIGN THIS DOCUMENT UNTIL YOU HAVE READ IT COMPLETELY. IT IS A LEGALLY BINDING DOCUMENT ON THE SIGNER. If you do not agree with ALL of the provisions, or if you do not understand any part of it, DO NOT SIGN IT.

27-80 Paddlers is hereafter referred to in this document as "The Club" or "Club"

The Club is not a corporation. The Club is a group of people who voluntarily meet and organize themselves to plan and participate together in kayaking, biking, picnicking and other social activities and who voluntarily agree to complete a membership application, sign a Risk Assumption, Waiver & Release of Liability form, and contribute a nominal amount of money each year in the form of annual dues to defray common expenses which may be approved by the membership or its elected representatives. The Club does not offer or provide any services.

Volunteer participants are hereafter in this document, referred to as "Members". Members are free to participate or NOT participate in any activities of the Club. Participation is strictly voluntary and at the Member's (your) OWN risk.

There are inherent risks and hazards in all of the Club's social and outdoor recreational activities (paddle sports, biking, hiking, walking, socials, etc.). Some examples of inherent risks include but are not limited to weather, including lightning, wind, sunburn, heatstroke etc.; slips and falls; water hazards including wind, waves, current and drowning, being bitten by fish or other animals, etc.; biking hazards may include falls, being hit by a car, etc.; there are also hazards while traveling to and from events such as being in an auto accident. Poisonous reptiles, insects, alligators, snakes and other dangerous animals may be present in any of the locales in which activities take place. Because you are free to choose to participate or not participate in any and all activities, you assume the risks, direct or indirect, implied or explicit, that may be inherent in that activity. If you are not comfortable participating in any activity, you have the option at any time to not participate.

If you decide to participate in a Club activity, whether local or out of town, your participation means that you have considered your health and your skill level in relation to that activity, you have considered all risks, regardless of whether stated or apparent, and that you accept whatever risks and outcomes that may occur as your OWN risks and consequences. Neither The Club nor any individual Member makes any representation as to risks and hazards that may or may not be present, nor does the Club, its elected Board or individual members assume any liability or responsibility for any risk(s).

### RELEASE AND WAIVER OF LIABILITY:

In consideration for granting me the right to join and participate in Club activities, and intending to be legally bound, I HEREBY RELEASE, WAIVE AND DISCHARGE my right to sue 27-80 Paddlers, its members, trip and/or event coordinators, volunteers, officers, directors, and any owner or lessor of private property on which a Club activity takes place, for any and all loss or damage on account of injury to my person or property or on account of my death, which may occur during, in preparation for, or in transit to or from a club activity. This waiver applies to any negligent act or omission, and to any intentional act intended to promote safety and well-being.

I agree to indemnify and fully compensate the Club for all costs, judgments, and awards that may be claimed, including the cost to defend such claims brought by myself or my personal representatives, assigns, heirs or next of kin.

I have read this document and understand its contents and that I have given up substantial rights by signing it. I understand that this waiver shall remain binding as long as my membership in 27-80 Paddlers is active. I agree to abide by its terms and conditions during the period of my membership and/or participation in any Club activities now and in the future.

PRINTED NAME OF PARTICIPANT: \_\_\_\_\_

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_ PHONE: ( \_\_\_\_\_ ) \_\_\_\_\_

**Parent or Guardian must complete this section for members under the age of 18.**

PRINTED NAME OF PARENT OR GUARDIAN: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ (PARENT OR GUARDIAN) DATE: \_\_\_\_\_