

TIME IN:

SUP Single Kayak Tandem Kayak
 Hourly Daily

TIME OUT:

READ CAREFULLY

Dallas Kayak Company, Inc.--Waiver and Release of Liability

In consideration of the services of Dallas Kayak Company, Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (collectively, "Dallas Kayak Company"), I hereby agree to release, indemnify, and discharge Dallas Kayak Company, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that rowing, kayaking, canoeing, and paddling entails known, unknown 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. The risks include, without limitation: my boat could turn over and/or I could have to swim risking entanglement in trees and other debris; falling in the water; 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; exposure to potentially dangerous wildlife, insects, plants; and accidental drowning is also a possibility. I also know that there is a risk of equipment malfunction or injury due to third parties. I further understand that Dallas Kayak Company is not responsible for providing the necessary equipment or vehicles for transporting rental equipment.

Furthermore, I understand Dallas Kayak Company employees are not certified lifeguards and have not received any CPR training. I also understand that no Dallas Kayak Company employees will be monitoring my water activities. I am aware of and understand the basic safety rules and instructions concerning these water activities. I also understand that it is not the purpose of Dallas Kayak Company to teach safety rules. I also understand that I am responsible for the safety and good operating condition of any equipment while I transport and use such equipment. I understand that I should not exceed the total maximum weight capacity for each watercraft is as follows: (a) Canoe - 700lbs; (b) Tandem Kayaks - 450lbs; (c) Single Kayaks - 250lbs; and (d) Paddle Boards - 250lbs. I agree that if I do not fully understand the warnings or instructions given, that I will immediately inform Dallas Kayak Company employees before proceeding further.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity and renting this equipment. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I understand that it is my sole responsibility to consult with a physician prior to and regarding my participation. I represent that I do not have a medical condition that would prevent full participation in this activity. Should I develop a condition that prevents full participation or otherwise limits my activity, I agree to that my continued participation is my sole responsibility and choice.

3. In consideration for being allowed to participate with Dallas Kayak Company and other good and valuable consideration, I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Dallas Kayak Company from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Dallas Kayak Company's equipment or facilities, including any such Claims which allege negligent acts or omissions of Dallas Kayak Company. I also indemnify and hold Dallas Kayak Company harmless for any claims, demands, or causes of actions made by third parties for my own acts or omissions when renting, transporting, or using rented equipment. I agree not to sue regarding any claim that I, my family, heirs, legal representatives, and assigns may have against Dallas Kayak Company or any other instructor or employee thereof for any claim for injury, death, or other damages that I may sustain as result of participating or renting equipment. I understand and agree that Dallas Kayak Company, its owners, employees, independent contractors, staff, volunteers, advisors, and agents may not be held liable in any way for any occurrence with this Program that may result in injury,

4. Should Dallas Kayak Company or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. Should I or my successors assert any claim in contravention to this agreement, I and my successors shall be liable for the expenses including legal fees and costs incurred by Dallas Kayak Company in defending such claim.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of --all risks that may be created, directly or indirectly, by any such condition.

6. I understand that I may be the subject of the media publicity and promotion. In consideration for being allowed to participate and other good and valuable consideration, I agree and authorize Dallas Kayak Company to exhibit, with or without advertising sponsorship, as still photographs, transparencies, motion pictures, television, video, verbal statements, voice, portrait, and pictures. I authorize my name, voice, statements, and images may be used in such promotional materials and website. I release Dallas Kayak Company, as well as any assignees, from any and all claims for damages for libel, slander, invasion of privacy or any other claim based on use of the above- described materials. I acknowledge that Dallas Kayak Company has no control over outside media use of pictures and statements taken without permission and agree to hold Dallas Kayak Company harmless for such use.

7. In the event that I file a lawsuit against Dallas Kayak Company, I agree to do so solely in the state of Texas, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Dallas Kayak Company on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I, participant, agree to properly wear my life vest while on the water. Initial HERE 1. ____ 2. ____ 3. ____

	Signature of Participant	Print Name	Email Address
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____

DATE: _____ PHONE: _____

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

I warrant that I am the parent and/or legal guardian of this minor. By my signature below, I warrant that I have the right, power and authority to enter into this Agreement and I have completely read and fully understand this Agreement and agree to be bound hereby, and to cause this minor to comply therewith. In consideration of _____ (**print minor(s)'s name**) ("Minor") being permitted by Dallas Kayak Company to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Dallas Kayak Company from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ **Date:** _____
Print Name: _____