



ERBA Release Agreement

I, the undersigned, am renting a sea kayak from Essex River Basin Adventures, Inc. (ERBA). I acknowledge that I have read the Assumption of Risk statement on the reverse side of this page and fully understand that there are certain elements of danger inherent in outdoor activities which I am about to undertake, and which are beyond the control of the staff of ERBA, and that participating in a tour or program may entail unavoidable risks, personal injury, loss of life, and loss of or damage to property. My participation in this activity is purely voluntary.

In consideration of ERBA furnishing services and materials to enable me to participate in this program, I hereby assume all risk of injury or loss of life to myself, and loss of or damage to property arising out of my participation in such a trip, including hazards associated with any defect in a manufacturer's product. I, or we, the undersigned, jointly and severally, hereby release and forever discharge ERBA from any and all liability, including negligence (active or passive), as to any right of action or claim to relief that may accrue either to me or my heirs or personal representatives for any such injury, loss of life, or loss of or damage to property which I may suffer while participating in such recreational activity including activities preliminary and subsequent thereto and including any assistance or instruction given by ERBA to me in preparation for such activity and during any tour.

I further hold ERBA harmless from any and all liability, actions, causes of actions, dept claims and demands of any kind and nature whatsoever which I now have or may arise from or in connection with my tour or participation in any other activity related thereto.

I further understand that ERBA carries no medical insurance for the protection of participants in outdoor activities, and any insurance coverage existing with respect to ERBA shall not alter the terms of this waiver nor impose any liability on ERBA.

For purposes of this Release Agreement, ERBA shall include its agents, employees, servants, officers, directors, representatives and any independent contractor providing services through ERBA.

I hereby grant ERBA the right to use, for promotional purposes only, any photographs taken by them of me during my participation in this program.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and I sign it of my own free will.

Participant's Signature _____ Print Name _____ Date _____

Parent or Guardian's Signature (if under 18) _____ Print Name _____ Date _____

Street _____ City _____ State _____ Zip _____

Telephone _____ Email Address _____

Do you have a medical condition we should be aware of? _____

Would you like to be on our mailing list? (circle one) Yes No Already am
How did you hear about us? _____

Assumption of Risk
Sea Kayak Program

I understand and accept that outdoor activities such as sea kayaking expose me to many hazards which may occur at locations remote in either time or distance or both from health care facilities equipped to handle water sports injuries and physicians trained and experienced to handle such injuries. Some of the dangers and risks which may be present or may include, but are not limited to the following:

- The hazards of traveling in a kayak in any water conditions.
- Water hazards including rocks, trees and other obstacles, and fast-moving water.
- Swimming in unfamiliar and sometimes turbulent water which may be cold.
- Using paddles, ropes, and other unfamiliar outdoor equipment.
- Rescue attempts.
- Injuries inflicted by animals, insects, and plants.
- Accidents or illness in remote places without medical facilities.
- Human made objects in the water, including but not limited to ropes, bridge pilings, metal, or junk and other water craft.
- Carrying kayaks.
- The forces of nature including lightning, weather changes, water level changes and others not named.
- The physical exertion associated with paddling and carrying equipment on land.
- Travel in a vehicle not driven by me.
- Hypothermia.

I acknowledge that the enjoyment and excitement of outdoor activities is derived in part from the inherent risks incurred by this activity beyond the accepted safety of life at home or work. These inherent risks contribute to such enjoyment and excitement and are reason for my participation. I am solely responsible for deciding to participate and continue in this program.

I assume all risks and understand my responsibility in decision making.

I agree to obey all Essex River Basin Adventure's rules and guidelines.

Participant's Signature

Printed Name

Date

Parent or Guardian's Signature (if under 18)

Date