

**CANTON KAYAK CLUB
WAIVER, INDEMNIFICATION & RELEASE OF LIABILITY
IMPORTANT: THIS IS A LEGAL DOCUMENT**

The Canton Kayak Club ("CKC") considers safety its most important concern and as such mandates and provides a basic level training program taught by certified kayak instructors. In that class we emphasize the particular hazards of kayaking in the Baltimore Harbor and stress the importance of staying near the shoreline, yielding to other boaters, how to safely cross the wake of other boaters and the importance of staying out of the path of the water taxis. This training, however, does not cover all potential hazards, nor does such course serve as any representation or certification on behalf of CKC or its instructors that you are fit or able to engage in this activity. Kayaking is not risk free. Participation in any water sport exposes the participant to certain risks and dangers. Accidents and injuries resulting from weather conditions, other boaters, malfunctioning equipment, unseen obstacles, fatigue and kayaker misjudgment are a very real possibility. Among other things, Kayaks may turn over in rough or in calm water causing: prolonged exposure to cold water leading to hypothermia, injury, or death. Injuries may be sustained while in the water such as from items floating in the harbor. Drowning is always a possibility whenever you are around water. Hitting underwater objects may cause injury or death. Accidents may occur getting into or out of a kayak. Kayaks become slippery when wet. You might slip and fall when entering a kayak, in which case you might damage or lose equipment you are carrying (such as cameras, glasses or other personal items). You might injure yourself by falling against some object in or around the kayak, or on the shore. In using a kayak you will be totally responsible for your own movement and safety while in the harbor. This requires a high level of physical exertion as well as emotional and mental stability. This is not an exclusive or exhaustive list of the possible injuries, trauma or accidents that may occur while kayaking. Most of these injuries are rare and you are not likely to encounter them, however they have occurred and you need to know about them and other possible injuries not mentioned above. Indeed, the undersigned recognizes that safe kayaking is ultimately his or her personal responsibility and that they are prepared to assume all risks associated with this activity.

For the privilege of participating in the CKC and for use of the kayaks, docks and related equipment, the undersigned, for myself, my personal representatives, heirs and next of kin:

1. Agree that I have been well advised and thoroughly informed of the inherent dangers of kayaking and assume all risks willingly.
2. Agree to indemnify and hold harmless CKC, their agents, employees, corporate sponsors and those corporations that have allowed CKC to use their property for CKC operations, with or without compensation for such (collectively the "CKC Indemnified Parties"), from all claims, damages, losses, injuries and expenses arising out of or resulting from participating in the activities described herein. I further agree to release, acquit and covenant not to sue the CKC Indemnified Parties for all actions, causes of actions, claims or damages, damages in law or remedies in equity of whatever kind, including negligence of CKC Indemnified Parties or my family, myself or my heirs, against CKC Indemnified Parties arising out of participation in the kayaking program or any other CKC sponsored activity. This release shall be binding upon my family, heirs and administrators. Moreover, if the CKC Indemnified Parties are forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, I agree to pay the CKC Indemnified Parties' costs and attorney's fees if they successfully defend such action, lawsuit or litigation.
3. Agree to wear a safety life vest at all times, to yield to all other boats and water craft, and to otherwise practice common sense water safety procedures. I further agree to limit my use of the kayaks to daylight hours and take responsibility for listening to the weather report and staying out of the water when small craft advisories are in effect or thunderstorms are predicted. I understand that use of alcohol and/or drugs is strictly prohibited while, and prior to, using the kayaks.
4. Agree that I will not allow anyone to use CKC kayaks and equipment that is not currently a member in good standing of the CKC. I know that, in the interest of safety, CKC requires all Club participants to complete a basic skills training and water safety course before certifying them as members in good standing. I understand that anyone using CKC equipment who is not a member in good standing is doing so against the express directions of the CKC, its Board, member organizations, sponsors, and those corporations which have allowed CKC to use their property for CKC operations. I further understand that my membership can be revoked if I allow the use of CKC kayaks by unauthorized persons.
5. Certify that I have no known health conditions, including but not limited to visual or auditory impairments, nor will I kayak while taking any medications that would affect my ability to kayak safely.

The undersigned has read and agrees to abide by the conditions set forth in this Waiver, Indemnification and Release of Liability. I understand that I am forfeiting substantial rights by signing, and am signing voluntarily. A copy of this release can be used as if it were an original.

I, of my own free will, for myself, my heirs and my executors, have read, understand and acknowledge the risks and liabilities.

Signature: _____ Date: ____ / ____ / ____

Name (please print): _____

Address: _____

City: _____ State: _____ Zip: _____

Emergency Contact Information:

Name: _____ Relationship: _____

Phone #'s: _____

Name: _____ Relationship: _____

Phone #'s: _____