

Ocean Eagle Kayak Adult Waiver



Release and Acknowledgment of Risk

In consideration of the services of Ocean Eagle Kayak, its owners, agents, officers, volunteers, participants, employees, and all other persons or entities acting on its behalf (hereinafter collectively referred to as "OEK"), I hereby agree to release and discharge OEK, on behalf of myself, my parents, my heirs, assigns, personal representatives and estate as follows:

I acknowledge that sea kayaking, canoeing, camping, hiking, sailing and other adventure activities, including travel into remote areas entails known and unanticipated risks which could result in severe physical or emotional injury, paralysis, death or damage to myself, property, or to third parties. I understand that such risks simply cannot be eliminated without compromising the essential qualities of the activity.

These risks include, but are not limited to: capsizing collision with objects or other water craft, exposure to turbulent water, rain and cold, contact with poisonous or injurious plants, venomous and/or aggressive animals, and illness in remote areas where definitive medical care might be delayed. These and other unforeseen risks could result in severe injury or death from hypothermia, accidental drowning, or trauma to skeletal, muscular, nervous, circulatory, respiratory and lymphatic systems. Furthermore, OEK guides have difficult jobs to perform. They seek safety, but are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

- I expressly agree to accept and assume all of the risks existing in this activity. My participation in the activity is purely voluntary, and I elect to participate in spite of the risks.
- I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless OEK 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 OEK's equipment or facilities, including any such claims which allege negligent acts or omissions of OEK.
- I certify that I have insurance to cover any injury or damage I might cause or suffer while participating, or else 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 cost of, all risks that may be created, directly or indirectly, by any such condition. I further certify that I am not under the influence of drugs or alcohol.

In the event that I file a lawsuit against OEK, I agree to do so solely in the State of Virginia, and agree that the substantive laws of that state shall apply in that action. I agree to indemnify and hold OEK harmless for all costs and attorney's fees incurred to enforce this agreement.

I have had sufficient opportunity to read this entire document. I have read and understood it and agree to be bound by its terms. PLEASE PRINT LEGIBLY.

Signature _____ Date _____ Date of Birth _____

Print Name _____ Phone _____ E-Mail _____

Address _____ City _____ Zip _____

Emergency Contact (Name & Phone#) _____

"PLEASE FEEL FREE TO TIP YOUR GUIDE ACCORDING TO PERFORMANCE"