



Participation Agreement, Release and Assumption of Risk

In consideration of the services provided to me and/or to my child(ren) by Seven Rivers Paddling, its agents, owners, officers, volunteers and employees, participants or other entities acting in any capacity on their behalf (referred to individually or collectively as "Seven Rivers Paddling"), I hereby agree to release and discharge Seven Rivers Paddling on behalf of myself, my children, my parents, my estate or any heirs, assigns or personal representatives as follows:

1. I acknowledge that kayaking and related activities on any body of water and activities on land entails, known, unknown or unanticipated risks which could result in physical or emotional injury including but not limited to wrist, arm, head, leg, foot, shoulder, back, neck, paralysis, damage or death to myself or to any participating minor children, to property or to third parties. I understand that such risks cannot be eliminated given the nature of the activity. The risks include, among other things, boat capsize, shark attack, travel in remote areas, collision with objects or other water craft, prolonged exposure to cold water, hypothermia, accidental drowning, mental anguish or trauma, illness, exposure to the elements (sun, strong wind, cold, electrical and other storms), slips, falls on wet surface, loose rock, and rapidly changing adverse weather and water conditions.
2. While Seven Rivers Paddling seeks to provide a safe environment for all participants, we are not infallible. An individual might be unaware of a participant's fitness or abilities, misjudge the weather, the elements, or the terrain, may give inadequate warnings or instructions, or the equipment being used might malfunction.
3. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation (or that of my child(ren) in this activity is purely voluntary and I elect to participate in spite of the risks.
4. I hereby voluntary release, forever discharge and agree to indemnify and hold harmless Seven Rivers Paddling 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 (or that of my child(ren)) of Seven Rivers Paddling equipment or facilities including any such claims which allege negligent acts or omissions of Seven Rivers Paddling.
5. Should Seven Rivers Paddling or anyone acting on its behalf be required to incur attorney's fees and/or costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I certify that I have adequate insurance to cover any injury or damage I (or my child(ren) may cause or suffer while participating or else I agree to bear the costs associate with any injury or damage myself. I further certify that I (or my child(ren) have no medical or physical conditions which could interfere with the safe participation in this activity or else I am willing to assume and bear the costs associated with any injury or damage arising from that condition.

7. In the event I file a lawsuit (or that such a lawsuit be filed by my child(ren)) against Seven Rivers Paddling, I agree to do so solely in the State of New Hampshire and that New Hampshire substantive law shall apply in that action, regardless of where an injury took place or other conflict of laws issues.
8. I hereby authorize Seven Rivers Paddling permission to take photographs or video recordings of me and/or my child during camp session or other tours or activities sponsored by Seven Rivers Paddling. I further give permission and consent that any such images may be published and used by Seven Rivers Paddling and its agents, to illustrate and promote the camp and other programs on its website, in its written materials or for any other lawful purposes, without payment or any other consideration. These images will not be sold or otherwise provided to any other parties. The names of individuals pictured will not be identified by caption or by any other means. Signed (for minors, signed by parent or guardian) _____

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement. By signing this document, I acknowledge that if anyone is hurt or if property damage occurs during my participation in this activity, I may be found by a court of law to have waived all rights to maintain a lawsuit against Seven Rivers Paddling on the basis of any claim from which I have released in this document. I have had sufficient opportunity to read and review this entire document. I understand it and agree to be bound by its terms.

FOR PARENTS/GUARDIANS OF PARTICIPANT(S) OF MINOR AGE (under age 18): This is to certify that I, the undersigned, as parent/guardian with legal responsibility for the minor participant(s) named below, do consent and agree to his/her release and other terms, as provided above, of the releasees, and that I, for myself, my heirs, representatives, assigns, and next of kin, **do release and agree to indemnify and hold harmless the Seven Rivers Paddling from any and all liability** as a result of or arising out of my minor child's participation in the activity, **whether arising from the negligence of the Seven Rivers Paddling or otherwise**, to the fullest extent permitted by law.

Print Name

Signature

Date

Name of Child(ren)

Age(s)