

The North and South Rivers Watershed Association, Inc.
Activity Release

I have read and understand the NSRWA's Paddling Guidelines (available online at http://nsrwa.org/recreation/kayak_event_guidelines.asp) CHECK HERE _____

WAIVER AND RELEASE OF LIABILITY

Please read carefully before signing. This is a Release of Liability and Waiver of certain legal rights.

I agree and understand that canoeing and kayaking are hazardous activities (hereinafter "Activity"). Further, I recognize that there are risks, including, but not limited to changing weather conditions, changing water conditions, hidden and underwater obstacles, changing and unpredictable currents, drowning, exposure and overturning. I recognize that injuries are a common and ordinary occurrence of the Activity. I hereby agree to freely and expressly assume and accept any and all risks of injury or death while participating in the Activity. Nonetheless, I voluntarily elect to participate in the aforementioned Activity.

I hereby assume all risks which may be associated with and/or result from my involvement in such Activity and hereby hold harmless, release, indemnify and defend and covenant not to sue The North and South Rivers Watershed Association, Inc. their respective officers, directors, agents, servants, volunteers and employees (hereinafter "NSRWA"), of and from any liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by me while participating in the Activity, including, but not limited to, those injuries and damages caused in whole or in part by the negligence and/or breach of warranty, express or implied, on the part of NSRWA.

I understand that my instructors, guides or leaders are not trained in extensive emergency medical procedures and that in the event of a serious medical emergency, treatment may be several hours away. I authorize the NSRWA and/or its authorized personnel to call for medical care for me, if, in the opinion of such personnel, medical attention is needed for me. Further, I agree to pay all costs associated with such medical care and shall indemnify and hold harmless NSRWA of and from any costs incurred therein.

I agree that any and all disputes between NSRWA and me arising from my participation in the Activity and including any claims for personal injury and/or death will be governed by the laws of the Commonwealth of Massachusetts and exclusive jurisdiction thereof will be in the state court residing in the county where the alleged tort occurred or the federal courts of the Commonwealth of Massachusetts.

This Release shall be binding upon my assignees, subrogors, distributees, heirs, next-of-kin, executors, personal representatives and administrators and may be plead by NSRWA as a complete bar and defense against any claim, demand, action or causes of action by me or on my behalf.

Add to E-mail list _____ @ _____

Listed below is the name, address and telephone number of a person to call in case of emergency.

IN CASE OF EMERGENCY PLEASE NOTIFY:

(please print)

TELEPHONE NUMBER: _____

I have carefully read the foregoing liability Release, understand its contents and sign with full knowledge of its significance. I agree that no oral statements, representations or inducements have been made.

(please print your name and address)

Signature

Today's Date

Parent/Guardian:

I verify that I am the parent or guardian of the minor named below. I have the authority to enter into this agreement on behalf of the minor. I agree to be bound by its terms. I accept full responsibility for all medical expenses incurred as a result of the minor's participation in the Activity. I agree to indemnify and hold harmless NSRWA from any claim brought by, or in behalf of, the minor.

I represent that I am, or in the case of the minor for whom I am signing as parent or guardian, physically fit to participate in this Activity.

Name of Minor (please print)

Signature of Parent or Guardian

Today's Date