

In consideration of the services of The Outfitter, Agents, Officers, Volunteers, Employees and all other persons or entities acting on its behalf (hereinafter collectively referred to as "The Outfitter") I hereby agree to release and discharge The Outfitter on behalf of myself, my parents, my heirs, assigns, personal representatives and state as follows:

- I acknowledge that kayaking and any and all activities involved with kayaking contains 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 risk 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 severe weather including but not limited to rain, lightning, hail, extreme cold and heat, as well as exposure to various situations and potential injuries/illness in remote areas where definitive medical care might be delayed. I also understand that various unforeseen risks involved with kayaking can result in severe injury or death from hypothermia, accidental drowning or trauma to skeletal, muscular, nervous, circulatory, respiratory and lymphatic systems.
- Furthermore, if I choose to utilize the services of an Outfitter Instructor(s) in regard to the utilization of a kayak I have purchased or rented from The Outfitter, or in regard to the use of my own kayak, I acknowledge that The Outfitter Instructor(s) have a difficult job to perform. I also acknowledge that The Outfitter Instructor(s) will most certainly always seek safety, but also realize they are not infallible. I also acknowledge and understand that The Outfitter Instructor(s) will give warning or instructions to the best of their abilities, but also acknowledge that the nature of the sport of kayaking and the accompanying risk involved with kayaking make it impossible for The Outfitter Instructor(s) to warn of any and all potential risk involved with this activity – especially when one considers the possibility of rapid weather changes as are prevalent in Northern Michigan. I also acknowledge that the equipment being used in the sport of kayaking may malfunction.
- I expressly agree to accept and assume all the risk existing in the sport of kayaking. My participation in the activity of kayaking (or the minor on behalf of whom this is given) is purely voluntary and I elect to participate in spite of the risk.
- I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless The Outfitter from any and all claims, demands or causes of action, which in any way is connected with my participation in this activity or my use of The Outfitter's equipment or facilities, including any such claims which allege negligent acts or omissions of The Outfitter. I expressly waive any and all claims arising out of bodily injury relating to the rental of or use of The Outfitter's kayaks.
- 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 costs of, all risk 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 and certify that I will not create a condition wherein I allow myself to come under the influence of drugs or alcohol while I am participating in the sport of kayaking.
- In the event that I am executing this contract on behalf of my child or a minor that I am responsible for as a legal guardian, I hereby acknowledge and accept the aforementioned risks on behalf of that child.
- In the event that I file a lawsuit against The Outfitter, I agree to do so solely in Emmet County, State of Michigan and agree that the substantive laws of the State of Michigan shall apply in this action. I agree to indemnify and hold The Outfitter harmless for all costs and attorney fees incurred to enforce this agreement.

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

Signature: _____ **Date:** _____

Print Name: _____ **Phone:** _____

Address: _____

**Signature of Parent/Guardian
if Participant is under 18 years of age:** _____

Program/Trip: _____ **Trip Date (s):** _____

Name: _____ **Date of Birth:** _____

Home Phone: _____ **Cell Phone:** _____

Address: _____

Sex: M F **Height:** _____ **Weight:** _____ **Inseam:** _____ **Shoe Size:** _____

(This information is used to help us choose the appropriate kayak, PFD, and outer wear, if needed.)

Do you have, or have you had, any of the following conditions or symptoms?

Please provide additional information for any "YES" conditions (use back page if required):

Cardiac problems	Yes	No
Chest Pain	Yes	No
Heart Disease	Yes	No
Diabetes	Yes	No
High blood pressure	Yes	No
Stroke	Yes	No
Seizures	Yes	No
Circulation problems	Yes	No
Back problems	Yes	No
Asthma/Shortness of breath	Yes	No
Joint troubles/dislocations	Yes	No
Hearing or Visual impairment	Yes	No
Bleeding disorders	Yes	No
Motion sickness	Yes	No
Blackout spells	Yes	No
Intestinal problems	Yes	No
Allergy to stings/bites/food	Yes	No
Pregnant NOW	Yes	No
PMS or menstrual problems	Yes	No

Please provide the following information:

List prescription medications taken regularly:

List non-prescription medications taken regularly:

List specific allergies (food or other) and reactions:

Describe your general health:

Doctor (name and phone #):

Insurance company:

Policy/group number:

Insured person's name:

In an emergency notify (name and #):

What is your previous paddling experience?

Describe your swimming ability:

Participant Signature Date

Instructor Signature Date