

## KR KAYAKING LLC

### ACKNOWLEDGEMENT OF RISKS AND ASSUMPTION OF RISK AND RESPONSIBILITY

**Warning:** There are significant elements of risk in any activity associated with outdoor adventures, including but not limited to bicycling, camping, climbing/hiking/trekking, and sea kayaking. There are also risks associated with the use of watercraft and equipment used for sea kayaking, camping, etc. The activities that you are participating in are not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to your equipment, or accidental injury, illness, or in the extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

**Acknowledgment of Risks:** I acknowledge that the following describes some, but not all, of those risks: 1) Falling; 2) Cold weather and heat related injuries and illnesses including frostnip, frostbite, heat exhaustion, heat stroke, hypothermia, and dehydration; 3) An "act of nature: which may include avalanche, rock fall, inclement weather, lightning, severe and/or varied wind, temperature or weather conditions; 4) Lake conditions and obstacles, boat traffic, portaging, or travel including travel to or from the activity; 5) Risk associated with crossing, climbing or down-climbing of rock, snow and/or ice; 6) Equipment failure and/or operator error; 7) Discharge of weapons; 8) Risks typically associated with watercraft including change in water-flow or current; submerged, semi-submerged, and overhanging objects; capsizing, swamping or sinking of watercraft and resultant injury, hypothermia, or drowning; 9) My sense of balance, physical coordination, and ability to follow instructions; 10) Attack by or encounter with insects, reptiles, or animals; 11) Accidents or illnesses occurring in remote places where there are no available medical facilities; 12) Fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase the risk of accident. I understand that my negligence or your negligence may contribute to exposure to these risks. I understand the descriptions of these risks are not complete and that unknown or unanticipated risks may result in injury, illness, or death.

I have read, understand, and acknowledge the risks described above:

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Initials

**Express Assumption of Risk and Responsibility and Waiver of Liability:** I am aware that this activity entails risks of injury or death to me and minor children for which I may be responsible. I agree to assume responsibility for the risks identified herein and those risks not specifically identified. My/our participation in this activity is purely voluntary. No one is forcing me/us to participate and I/we elect to participate in spite of the risks. I am (We are) physically and mentally capable of participating in the activity and/or for safely using the equipment. I accept that wearing a U.S.C.G. approved personal flotation device for waterborne activities is a basic precaution. Except for harm caused by your reckless or intentional acts, I assume full responsibility for the risks of personal injury, accidents or illness, including, but not limited to, sprains, torn muscles and/or ligaments; fractures or broken bones, eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia), exposure and/or altitude sickness; head neck and/or spinal injuries; animal or insect bite or attack, injury caused by discharge of any weapon; shock, paralysis, drowning, and/or death; and any resultant expenses from any of the foregoing risks. I also assume responsibility for damage to or loss of my/our personal property as the result of any accident

**that may occur. I AM SPECIFICALLY ASSUMING THE RISK AND RELEASING YOU FROM RESPONSIBILITY FOR ANY HARM THAT MAY BE CAUSED BY YOUR NEGLIGENCE, BUT I AM NOT ASSUMING THE RISK AND RELEASING YOU FROM RESPONSIBILITY FOR ANY HARM THAT MAY BE CAUSED BY YOUR RECKLESS OR INTENTIONAL ACTS.**

I have read, understand, and assume the risks described above, and release you from liability for negligence as described above:

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Initials

**Covenant of Good Faith:** I recognize that you, as provider of goods and services, will operate under a covenant of good faith and fair dealing, by that you may find it necessary to terminate an activity or refuse or terminate the participate of any person for the safety or myself and/or other participants. I acknowledge that no guarantees have been made with respect to achieving objectives.

**Authorization:** I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and or medical services as may be incurred on my/our behalf.

In consideration of the services of Trek & Trail, owned and operated by KR Kayaking LLC, their members, agents, employees, and all other persons or entities associated with the business, I agree as follows: I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including: all minor children in my care, custody, and control, for bodily injury, death, loss of personal property, and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my/our negligence in participating in this activity.”

Please sign here to acknowledge that you have read and accept the terms and conditions, that you understand the acknowledgment of risk, and assumption of responsibility, and authorize Trek & Trail to charge your credit card company for any fees that you have indicated for credit card payment.

KR Kayaking LLC may use photographs taken on our trips for marketing purposes. If you do not wish to appear in any marketing materials for KR Kayaking LLC, please check this box.

**WE APPRECIATE THE TRUST YOU PUT IN OUR OPERATIONS. IF YOU HAVE ANY QUESTIONS ABOUT THE CONTENTS OF THIS DOCUMENT, INCLUDING THE WAIVER OF LIABILITY, PLEASE DO NOT HESITATE TO ASK. WE ARE HAPPY TO DISCUSS ANY ASPECT OF THIS DOCUMENT WITH YOU.**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent or Guardian (If Under 18): \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Please List Your Kayaking Experience: \_\_\_\_\_

Please List Any Medical Conditions, Medications, or Allergies (environment and food) Which May Affect Your Ability to Participate: \_\_\_\_\_