

**Participant Assumption of Risks, Acknowledgment of Inherent Risks
Agreement and Release of Liability for GoKayak.**

In consideration of the services of GoKayak., its agents, owners, officers, volunteers, participants, employees, related companies and all other persons or entities acting in any capacity on their behalf (hereinafter collectively called "GoKayak"), I hereby agree to release and discharge GoKayak on behalf of myself, my parents, my heirs, assigns, personal representative and estate as follows:

SCOPE OF RELEASE. This Release of Liability covers all activities indirectly or directly associated with the use of GoKayak equipment, facilities, services, and activities organized by, sponsored by, or directed by GoKayak. **1.**

Acknowledgement of Risk

I/we acknowledge that water related activities such as boating or kayaking and living, traveling and recreating in the outdoors involve foreseeable and unforeseeable risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I/we understand and acknowledge that the pleasure and enjoyment of adventure activities - in this case kayaking and boating - are derived in part from inherent risks incurred by travel, activity and navigation beyond the regularly chosen safety of life at home or in my normal day to day activities and that these inherent risks contribute to my/our enjoyment and excitement and are an integral reason for my/our participation in this activity. I/we understand that such risks cannot be removed without compromising the essential qualities of the activity. I/we also understand and acknowledge that failing to use or properly use assigned safety type equipment such as personal flotation devices and/or my failure to follow instructions increases my/our risk of injury or of not surviving an accident or incident while boating or kayaking. The inherent risks associated with the boating, kayaking or water related activity in which I/we are about to participate include but are not limited to: (i) changing water flow, conditions or current; (ii) collision with other participants, any portion of the interior of the craft, other water craft, manmade or natural objects, including overhanging, submerged and/or semi- submerged trees, branches, rocks and boulders; (iii) cold weather and heat related injuries and illnesses including hyperthermia, frostbite, heat exhaustion, sun stroke, sea sickness and dehydration; (iv) inclement weather, variances and extremes of wind, weather and temperature, the presence of insects and animals; (v) sense of balance, physical coordination, ability to swim, and/or ability to follow directions; (vi) loss of control of the craft, collision, capsizing, and sinking of the craft which can result in wetness, injury, exposure to the elements, hypothermia and drowning; (vii) getting in and out of the craft; (viii) travel, including hiking, portaging and travel to and from the related and unrelated activities; (ix) the presence of wild animals, including marine life forms, (x) unavailability of emergency aid services and emergency medical care. I/we acknowledge and understand that this activity may include ground transport in remote and urban areas and that transport may be provided by independent contractors to GoKayak and may involve errors in judgment by those independent contractors so that an inherent risk of travel with GoKayak may involve use by or travel with entities over which GoKayak has no authority or control. By signing this Participant Assumption of Risk, Acknowledgement of Inherent Risks Agreement and Release of Liability I/we acknowledge that I/we are ultimately responsible for my/our own safety during my/our use of, participation with or travel with these other entities. I/we understand and

expressly acknowledge that I/we have responsibilities, including the responsibility for my/our own safety while participating in any or all of the activities associated with or provided by GoKayak. I/we also acknowledge that I/we have the responsibility to inspect any and all facilities or equipment to be used and to immediately advise GoKayak of anything which I/we consider to be unsafe or to refuse to participate. Furthermore, GoKayak employees, agents, instructors and guides have difficult jobs to perform. They seek safety, but they are not infallible. They may be ignorant of my/our or another participant's fitness or abilities. They may give inadequate warnings or instructions and/or I/we as the participant(s) may fail to understand the safety directions due to language issues. I/we specifically acknowledge that decisions made by guides/staff and participants are often made quickly and in difficult settings and are often based on imprecise, momentary and subjective perceptions so that decisions are subject to errors in judgment that can not and should not be associated with fault at a later point in time.

I/we acknowledge that I/WE ARE ULTIMATELY RESPONSIBLE for my/our own safety during my/our participation in GoKayak events/activities. The undersigned acknowledges that GoKayak activities, as well as other foreseeable or unforeseeable factors or circumstances, may result in a RISK OF PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLY DEATH.

2. Express Assumption of Risk

As lawful consideration for being allowed to participate in activities offered by GoKayak, I expressly agree and promise on behalf of myself and any of the children for which I am responsible, to accept and assume all of the risks surrounding and existing in this activity. My/our participation in this activity is purely voluntary, and I/we elect to participate in spite of the risks. I/we expressly agree and acknowledge that the terms and conditions of this Participant Assumption of Risk, Acknowledgement of Inherent Risks Agreement and Release of Liability are contractual in nature and that I/we are signing it of our own free will.

Initials:

3. PHYSICAL CONDITIONS, PERSONAL SKILLS AND INSURANCE.

I certify on behalf of myself and any of the children for which I am responsible that I/we have the requisite skills, physical abilities and mental abilities necessary for proper and safe use of the GoKayak equipment, facilities and services and to participate in the GoKayak Activities or else I/we are willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. The undersigned agrees that if he or she has any questions as to what skills, qualifications or training are necessary to properly use the equipment or facilities, or to participate in the GoKayak Activities, then they shall direct such questions to the appropriate staff member on site. I/we further certify that I/we have adequate insurance to cover any injury, damage or emergency transportation or search and rescue costs I/we may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs ourselves.

4. Safety and Medical Issues

I agree it is my sole responsibility to be familiar with the GoKayak rules, guidelines, special regulations, and other instructions for the activity. I understand and agree that situations may arise during the activity that may be beyond the immediate control of GoKayak. I will follow all safety rules, guidelines, applicable laws, and other instructions given. I will wear required safety equipment, including wearing a PFD at all times while in any watercraft. I have no physical or medical condition that to my knowledge would endanger others or myself if I participate in this activity, or would interfere with my ability to participate in this activity. I grant GoKayak

permission to treat me (or the minor) in case of illness, injury, emergency or accident, including administering first aid, CPR, AED arranging emergency transport or to remove me/us from its activities or premises or from the course or to seek emergency medical care for me/us. **Should emergency medical services become necessary, I understand that the expenses are my responsibility and not that of GoKayak.** By signing this document I/we are waiving any right to object to or bring any type of action or claim against GoKayak for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me/us to any health related person who becomes involved in my/our care or removal from GoKayak activities or the course.

Personal medical and travel insurance is strongly advised for all participants.

5. PHOTO WAIVER: On behalf of myself and any of the children for which I am responsible I/we hereby grant full permission for GoKayak and their respective agents, boards, commissions, and any other involved parties of the foregoing to take and use photographs, video, film, or any other record of this activity, including my name, likeness and/or voice for any legitimate purpose, including for advertising display, audiovisual presentations or otherwise. I waive any right of privacy, publicity, compensation, copyright or other rights to those images.

6. Release as Contract and Personal Capacity

On behalf of myself and any of the children for which I am responsible I expressly agree and acknowledge that the terms and conditions of this Participant Assumption of Risk, Acknowledgement of Inherent Risks Agreement and release of liability are contractual in nature and that I/we are signing it of my/our own free will. I/we expressly acknowledge that I/we are not under the influence of drugs or alcohol at the time of my/our signing of this document and that there are no other impediments or reasons why I/we would lack the capacity to enter into this contract with GoKayak.

7. Forum Selection,

Severability, Breach of Contract/Warranty Waiver, Etc.

In the event I/we file a lawsuit against GoKayak, I/we agree to do so solely in the State of Virginia, and I/we further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state and I/we hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled. I/we agree to submit to the jurisdiction of the Virginia courts. I/we agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this contract can be used as if it were the original. I/we understand that this document constitutes the entire Agreement/Contract between ourselves and GoKayak and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I/we are also waiving any claims I/we might have for breach of contract or warranty for statements or representations made outside of this release contract.

8. Indemnification: I agree to hold harmless, defend, and indemnify GoKayak from all defense costs (including attorney fees, court costs and investigative costs) incurred in connection with all claims arising out of property damage, property loss or theft, personal injury, disability, death or other loss brought by or on behalf of me, the Minor, a family member, my estate; as well as claims of co-participants, rescuers,

By signing this document, I acknowledge for myself and any of the children responsible for that if anyone is hurt or property is damaged during my participation in this activity, I/we may be found by a court of law to have waived my/our right to maintain a lawsuit against GoKayak on the basis of any claim from which I/we have released them herein.

I/WE HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT (BOTH PAGES). I/WE HAVE READ AND UNDERSTOOD IT, AND I/WE AGREE TO BE BOUND BY ITS TERMS.

Participant Signature:

_____ Printed Name: _____
Date: _____ Address: _____ E-
mail: _____ Phone: _____ City: _____
State: _____ Country: _____ Zip Code: _____

Parents or Guardians Additional Indemnification and Signature

(Must be completed for participants under 18 years of age) I/we represent that I/we have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed above; I/we believe and represent that I/we have the legal authority to make the waivers and releases contained herein. I/we understand and acknowledge that GoKayak relies to its detriment on this representation. In consideration of my child or ward (*Minor*) being permitted by GoKayak to participate in its programs or activities, I further agree to indemnify (in other words, I agree to pay for...) and hold harmless GoKayak from any/all claims which are brought by, or on behalf of Minor, and which are in any way connected with Minor's use or participation.

Parent Signature

: _____ Printed Name: _____ Date: _____

Parent Signature

: _____ Printed Name: _____ Date: _____

_____ Address: _____ E-mail: _____
_____ Phone: _____ City: _____ State: _____
_____ Country: _____ Zip Code: _____