

KAYAK CHICAGO
RELEASE OF LIABILITY—READ BEFORE SIGNING

In consideration of being allowed to participate in any way in kayak Chicago athletics/sports programs, kayaking, canoeing and related events and activities, I, _____, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation: and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the company immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS KAYAK CHICAGO, Adama, The Chicago Park District, their officers, officials, agents and/or employees/guides, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity (“Releasees”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY ASSOCIATED WITH MY PRESENCE OR PARTICIPATION, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. This waiver may not be modified in any way. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.

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.

Participant’s name Signature _____ Date Signed: _____

E-mail _____ Phone # _____ Birth date _____
[PLEASE PRINT NEATLY]

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(UNDER AGE OF 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the releasees from any and all liabilities incident to my minor child’s involvement or participation in these programs as provided, above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X _____ _____ Date Signed _____
Parent/Gaurdian’s signature (print name)

Kayak Chicago Equipment Rental And Liability Release Agreement

I accept for use, as is, the equipment listed on this form, and accept full financial responsibility for the care of the equipment while it is in my possession. I will be responsible for the replacement, at full value, of any equipment rented under this form which is lost, stolen, damaged or otherwise not returned to Kayak Chicago. I agree to return all rental equipment by the agreed time and date or I shall incur a late fee.

I understand that the sport of paddling, and other related water activities involve inherent and other risks of INJURY and DEATH. The risks include but are not limited to: physical exertion, inclement weather, capsizing of watercraft, immersion in water, hypothermia, accidents or illness in remote areas, equipment failure and malfunction, drowning, and loss or damage to personal property. I voluntarily agree to expressly assume all risks of injury or death that may result from the use of this equipment. I agree to use the equipment only in the specified and agreed upon area discussed between myself and Kayak Chicago. (e.g.: I will not take a rented boats through the locks to Lake Michigan, if the rental agreement was only for the Chicago River, or outside of the boundaries specified within site of the beach. The only persons allowed to take a rented boat through the locks or out of site of the beach are those who have taken our classes and passed.) I further agree to wear an approved personal flotation device at all times while in a rented kayak and I confirm that I am physically fit to operate and use said equipment and that I understand the equipment's use and function.

I agree to release Kayak Chicago, Urban Concession Managers, LLC. The Chicago Park District, Adama LLC, its employees, owners, volunteers, affiliates, agents, officers, directors, and the manufacturers and distributors (collectively "providers") of the equipment from all liability for injury, death, property loss and damage which results from the equipment user's participation in the sport of kayaking &/or canoeing, or is in any way related to the use of this equipment, including all liability which results from the negligence of providers, or any other person or cause. I further agree defend and indemnify providers for any loss or damage, including any that results from claims or lawsuits for personal injury, death and property loss and damage related in any way to the use of this equipment.

With respect to group rentals, the undersigned lessee hereby represents and warrants that he/she has secured the consent of all users of the equipment being leased to assume all risks of injury, loss or damage resulting from or related to the use of this equipment and to release Kayak Chicago, from all liability as provided above.

I, the undersigned, have read and understand this equipment rental & liability release agreement.

Participants Name: _____ Signature: _____ Date: _____

Drivers License # _____ Phone # _____ Over 18, Yes No

Address: _____ City: _____ State: _____ Zip: _____

E-Mail address _____ [PLEASE PRINT NEATLY]