

**WILLAMETTE KAYAK AND CANOE CLUB MINOR WAIVER & RELEASE OF LIABILITY
READ BEFORE SIGNING**

IN CONSIDERATION of being permitted to participate in any way in any Willamette Kayak and Canoe Club event and/or related activities ("Events"), I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of whitewater, coastal water, moving water, and/or flatwater boating Events and that I am qualified, in good health, and in proper physical condition to participate in such Events and willingly agree to comply with the stated and customary terms and conditions of participation. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in such Events. If I decide to leave early and not complete such Events as planned, I assume all risks inherent in my decision to leave.

2. FULLY UNDERSTAND that: (a) whitewater, coastal water, moving water, and/or flatwater boating EVENTS INVOLVE RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in such Events, the conditions in which such Events takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in such Events.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Willamette Kayak and Canoe Club Inc., (including any of its administrators, directors, agents, officers, volunteers, employees and members), the American Canoe Association, Inc., (including its Paddle America Clubs, affiliated clubs and organizational affiliates, their respective ACA certified instructors, certified instructor trainers, and certified instructor trainer educators, administrators, directors, agents, officers, members, volunteers, and employees), Event leaders (including organizers, facilitators, instructors, volunteers, or other participants), or any sponsors, advertisers, and, if applicable, owners and lessors of premises on which such Events takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I, THE MINOR PARTICIPANT, HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

(MINOR – PLEASE PRINT CLEARLY)

Minor's Name _____ Birth Date _____ Phone _____
Street Address _____ City _____ State ____ Zip _____
Event Description _____ Event Date _____
Minor's Signature _____ Date _____

PARENT OR GUARDIAN: I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF WHITEWATER, MOVING WATER, AND/OR FLATWATER BOATING EVENTS AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH EVENTS. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

(PARENT/GUARDIAN – PLEASE PRINT CLEARLY)

Parent/Guardian's Name _____ Phone _____
Street Address _____ City _____ State ____ Zip _____
Event Description _____ Event Date _____
Parent/Guardian's Signature _____ Date _____