



JONES COUNTY CONSERVATION BOARD

WAIVER ACKNOWLEDGEMENT OF RISKS, ASSUMPTION OF RISKS, AND RELEASE OF LIABILITY – CANOE/KAYAK

STATEMENT TO PARTICIPANT: *There are significant elements of risk in any activity associated with canoeing or kayaking on lakes, rivers, and streams (referred to herein as “activity”). We have taken reasonable steps to provide you with appropriate equipment and/or skilled instructors/staff so you can enjoy an activity for which you may not be skilled. We wish to remind you this activity is not without bodily risk or risk to any equipment you may choose to bring with you.*

PARTICIPANT’S ACKNOWLEDGEMENTS AND WAIVERS

(Initial all boxes acknowledging understanding.)

Having been made aware of the above, I hereby:

ACKNOWLEDGMENT OF RISKS: I acknowledge that the following describes some, but not all of the risks:

- 1) Slips, trips, or falls while carrying, launching, exiting, or loading the kayaks/canoes/watercraft.
- 2) Risk associated with tipping a canoe/kayak or falling into water, including falling on boulders or other unseen underwater objects, injury or drowning, and exposure to heat or cold.
- 3) Failure to use personal flotation devices (PFD’s), as instructed.
- 4) The degree of my physical strength, coordination, sense of balance, and ability to follow or give directions while kayaking/canoeing, portaging, or walking.
- 5) Fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase the risk of accidents.
- 6) The presence or actions of other participants.

I understand the above description of risks is not complete and that other unknown or unanticipated risks may result in injury, illness, or death.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: Recognizing the inherent risks of the activity that I and/or my minor child will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity and/or using equipment. I/we are participating in this activity willingly and voluntarily. I assume responsibility for damages to or loss of my/our personal property. I also assume risk for accidents or injury caused by the negligence of my canoe partner, whether such negligence is comparative or contributory.

I assume the risk(s) of personal injury, accidents, and/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; exposure; head, neck and/or spinal injuries; insect bites; allergic reactions; shock; paralysis; drowning; and/or death.

MEDICAL TREATMENT: I hereby authorize the administration of any medical treatment for me/us that may be deemed necessary in the event of any injury or illness while participating in the activity. I either have appropriate medical insurance coverage or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

PHOTOGRAPHY: I agree to allow the use for promotional purposes of any still or motion photography of me/us participating in the activity. I understand that photographs may be taken and may be used in the future to chronicle and publicize events and programs.

CONDUCT: I agree to refrain from using inappropriate language and/or behavior, tobacco products, and alcohol and/or drugs while participating in this event. Failure to comply will result in termination of participation.

I am aware of and agree to the following:



- **Personal Flotation Devices (PFD's/life jackets) are required. They must be worn at all times when participants are in a vessel on the water.** Children require appropriately sized PFD's. Participants using their own watercraft must bring their own correctly sized PDF's. (PFD's are provided to those participants using county kayaks/canoes.)
- **All participants must portage around all low-head dams.**
- **Parents/legal guardians and/or authorized adult companions of children under the age of 18 will be responsible for their child's safety.**
- **By signing below, the parent/ legal guardian of the minor agrees to the terms and conditions of this waiver.**

RELEASE: In consideration of services or property provided, I, for myself and my minor children for whom I am parent, legal guardian, or otherwise responsible for, any heirs, personal representatives or assigns, and next of kin do hereby release the Jones County Conservation Board, its officers, agents, and volunteers, and any municipal and/or governmental agency upon whose property an activity is conducted, 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 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.



LIABILITY WAIVER
PLEASE PRINTY CLEARLY AND NEATLY

By signing this Acknowledgement of Risks, Assumption of Risks, and Release of Liability Waiver, I state that I have read and understand the conditions set forth in this Release and that I voluntarily agree to all conditions set forth herein.

Participant's Name _____ Participant's Date of Birth _____ Age _____

Participant's Street Address _____ City _____ State _____ Zip Code _____

Participant's _____ (_____) _____ (_____) _____
 Phone Numbers: Cell _____ Home _____

Emergency _____ (_____) _____
 Notification: Name _____ Phone _____

X _____
Participant/Parent/Guardian Signature

*****IF THE PARTICIPANT/MEMBER IS UNDER 18, THE PARENT OR LEGAL GUARDIAN MUST SIGN**