

Maine Island Kayak Co, NDK Gathering
Acknowledgement and Assumption of Risks Waiver, Release & Indemnification Agreement

In consideration of being allowed to participate in any course, trip, event, and related activities, and to use any property, facilities and/or equipment (the "Activities") provided by Maine Island Kayak Co. (referred to as "Maine Island Kayak"), I now agree:

Inherent Risks. There are inherent risks involved in sea kayaking activities on land and sea related to participating in any Maine Island Kayak Activities. These include but are not limited to risks of loss or damage to personal property, physical and mental injury, disease, and even death.

Maine Island Kayak Activities occur largely in the outdoors, in wilderness environments, and on the sea. In addition to the normal range of outdoor recreational risks, additional hazards can occur from weather, the terrain, cold and moving water, rocks, trees, ice, structures, debris, trash, harmful plants animals and insects, and interactions with other humans and their equipment, vehicles and boats.

Marine Hazards include wind, fog, lightning, tides, currents, ocean swells, waves, submerged rocks, human structures and equipment, flora and fauna, other boats, marine debris, heat exposure, cold water immersion, cold water shock, hypothermia, water inhalation, and drowning.

Environmental Hazards include rapidly changing environmental conditions, lightning, earthquakes, fires, viruses, pathogens and diseases from humans, animals, insects, marine life, and hazardous materials.

Physical Effort Activities involve physical effort of moving kayaks and equipment, launching, landing and paddling, lifting and carrying heavy objects and fellow participants, aerobic and other bursts of effort required during dynamic sea conditions, hazardous conditions, rescues and various training exercises, all of which involve the risks of physical injury and even death. All these Activities should only be undertaken by those who are in good health and condition.

Associated Outdoor Activities arise from a wide variety of kayak related movements, outdoor activities, camping, hiking, seasickness, fatigue, capsize, water immersion, collision with vessels, entanglement with lines and equipment, entrapment, loss of contact with your kayak, loss of contact with others, disorientation, getting lost, rough water conditions, noise, miscommunications, misunderstandings, human error, mental exertion and stress, loss of physical capacity, loss of mental capacity, food poisoning and equipment failure. General outdoor activities also include risks from slips, falls, lifting, use of fire, cooking stoves, knives and axes.

Risks of Adventure Training involve exposing participants to new, challenging skills, environments and experiences which may result in physical and mental injury, trauma, disease, and even death.

Staff Judgment. The guides, coaches, instructors, and support staff who design, deliver and run Maine Island Kayak Activities, whether employees of Maine Island Kayak, independent contractors, or volunteers (our Staff) must constantly make judgments and decisions about how to run those Activities in unique environments with new guests and other third parties, on how to handle even unforeseen situations and risks during such Activities. Staff base those judgments on their observations, experience level, and assessments of many factors, including information you provide, and the perceived capabilities of participants engaging in those Activities. Such observations, assessments and judgments are frequently affected by human, environmental and situational factors, as well as individual

subjectivity. While Maine Island Kayak Staff strive to make the right judgment on all occasions, other individuals - whatever their knowledge, skill and experience may be – may disagree with such judgments and may even conclude such judgments constitute legal negligence, **which you are now waiving by your signature below and participation in this Maine Island Kayak related Activity.**

Participant Responsibility. While Maine Island Kayak Staff will make their own judgments as to what Activities are suitable for participants, **all participants acknowledge and accept they have their own responsibilities while engaging in such Activities.** They shall advise Staff of any physical, mental, emotional or medical conditions that could impact their ability to participate in the Activities safely, and accurately describe their past experiences and skill levels in such Activities. All participants must advise Staff if they, at any time, feel any Activity is above their skill level or unsafe for them. Maine Island Kayak Co and its Staff respect participants who state any Activity appears too challenging for them.

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS. Having read and fully understood the foregoing regarding Inherent Risks, Staff Judgment and Participant Responsibility, **I acknowledge and assume all hazards and risks associated with the foregoing and in participating in Maine Island Kayak Activities.**

WAIVER AND RELEASE OF CLAIMS. Having read and fully understood the foregoing, I, for myself and for my heirs, assigns, successors, and legal representatives, **hereby waive, release, and agree that I will not sue, Maine Island Kayak (including its affiliates, officers, directors) and their Staff (including any agents, servants, employees, volunteers, interns and independent contractors) for money damages for personal injury, loss of life, or property damage sustained by me and arising in any way from my participation in any Maine Island Kayak Activities, even if such damages are due to the NEGLIGENCE of Maine Island Kayak and their Staff.**

INDEMNIFICATION. I, for myself and for my heirs, assigns, successors, and legal representatives, **agree to defend, indemnify and hold harmless Maine Island Kayak Co (including their affiliates, officers, directors) and their Staff (including any agents, employees, volunteers, interns and independent contractors) from any and all claims, suits or demands, whether made by me or by any other person or any entity, arising in any way from my participation in any Maine Island Kayak Co Activities, including any claims of NEGLIGENCE** on the part of Maine Island Kayak Co and their Staff. Such defense and indemnification include being responsible for all costs, including attorney fees, that may otherwise be incurred by Maine Island Kayak Co and/or its Staff as a result of any such claims, suits or demands.

CHOICE OF LAW. Any dispute between me and my representatives, and Maine Island Kayak and/or their Staff will be governed by the laws of the State of Maine, and I consent to jurisdiction in Maine.

I have read this Acknowledgement and Assumption of Risks, Waiver, Release and Indemnification Agreement, and I understand its terms, and by signing this legal agreement agree that I am giving up substantial legal rights. I have had ample opportunity to read this Agreement, to ask any questions about it, and I understand I may, at my own discretion, choose not to participate in any Maine Island Kayak Co Activities. I sign this Agreement voluntarily and of my own free will.

Participant Name – Printed _____

Participant Signature _____

Date Address & Telephone Number _____