



# Participant Waiver

This is a legal document including an assumption of risk and a release of liability. Please read the entire document carefully before signing.

1. I understand and accept that my participation in this Southern Tier Kayak Tours LLC (STKT) activity exposes me to both known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, my property, or third parties. I understand that such risks include but are not limited to: changing water conditions; equipment failure; walking on uneven and slippery terrain; inclement weather; physical exertion; and traveling in a vehicle not driven by me.
2. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS STKT, their owners, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and leasers 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.
3. I agree that my participation in this STKT activity is entirely voluntary. 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.
4. 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 participation, I will remove myself from participation and bring such to the attention of STKT immediately. In the event that I voluntarily separate or am dismissed from the program I understand that I will be responsible for all expenses related to my departure from the program, and that STKT shall have the right to retain all payments made relating to my participation.
5. I understand that STKT does NOT review my health information to determine if I am in good health to participate in this activity. I hereby declare that I am in suitable physical condition to participate in this activity. I authorize Releasees to provide or obtain for me such medical care as they consider necessary and appropriate, and I agree to pay all cost associated with such care and related transportation.
6. I hereby give permission for my photo to be taken during activities with STKT and for said photographs to be used exclusively in STKT commercial and non-commercial activity and will not be released to a third party.

I have read and fully understand the above acknowledgement of risk, release / indemnification and covenant not to sue. I have signed this document of my own free will, and agree to the terms outlined herein.

Participant's Signature _____	Print Name _____	Age _____	Date Signed _____
Street Address _____	City _____	State _____	Zip Code _____
Email Address _____			
Parent/Guardian's Signature _____ (If participant is under age 18)	Print Name _____	Date Signed _____	