

PLEASE READ AND SIGN
WAIVER AND RELEASE OF LIABILITY – FORM FOR MINOR

I, (Print Name) _____ in consideration of being able to participate in any way in any Cleveland Kayak School Ltd. Activity, agree to the following:

I fully understand and acknowledge that I will be engaging in activities that have inherent risks, dangers and hazards and my participation in such activities and/or use of equipment may result in serious injury, including permanent disability, paralysis and death, and severe social and economic losses and damage to personal property. These risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Cleveland Kayak School Ltd; the negligence of the participants, the negligence of others, the condition of or defects in equipment, accidents, breaches of contract, the forces of nature or other causes. The risks include, among other things: collision with objects or boats, on or off the water; boat capsize; prolonged exposure to cold water, hypothermia, drowning; exposure to sun, strong wind, cold, storms, waves, eddies and whirlpools, and lightening; wrist, arm, shoulder, head, and/or back injuries; slips and falls, and rapidly changing adverse weather and water conditions. Further, there may be other risks not reasonably foreseeable at this time.

By my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Cleveland Kayak School Ltd or by any other person.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily release, waive, discharge, and covenant not to sue Cleveland Kayak School Ltd. and its owners, agents, officers, employees, members, volunteers and other participants, and if applicable, owners or lessors of premises on which activities take place ("the Releasees") from any and all liability, claims, demands, losses, injuries or damages including death or damage to property on my account caused or alleged to be caused in whole or in part by negligence of the Releasees or otherwise, including negligent rescue operations; and I further agree, that if, despite this release, I or someone on my behalf makes a claim against any Releasee, I, and my personal representatives and heirs will indemnify and hold harmless the Releasees from any liability, loss, damage or cost, including litigation costs and attorney fees incurred as a result of such claim.

Ohio law shall govern this agreement, and any action against The Cleveland Kayak School Ltd. shall occur in Cuyahoga County, Ohio. This waiver may not be modified in any way. If any part of the waiver is determined to be invalid by operation of law, all other parts of this waiver shall remain valid and enforceable.

I further certify that I am in reasonably good health and that I am able to participate in this activity without adversely affecting my health or the health of other participants.. I have notified The Cleveland Kayak School Ltd. of any conditions which may affect my participation and of any medicine which I am currently taking.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS WAIVER AND RELEASE BY READING IT BEFORE I SIGNED IT AND AM SIGNING IT VOLUNTARILY.

PARENT's OR GUARDIAN's ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of _____ (print Minor's name) ("Minor") being permitted by Cleveland Kayak School Ltd. to participate in its activities and to use its equipment, I acknowledge that I have read and reviewed the above Waiver and Release of Liability, understand and agree to all of its terms as they apply to Minor, agree to all its terms on behalf of Minor in my capacity as Parent or Guardian, agree that I will be bound by its terms and conditions and further agree to indemnify and hold harmless Cleveland Kayak School Ltd. from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian (print): _____ Signature: _____

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

Phone: _____ Date: _____

PHOTO RELEASE: Please initial here if you do NOT wish to grant permission to The Cleveland Kayak School Ltd. to use photos of you on their web site or printed matter without further consideration. _____