

Paddles Up Niagara: RISK and RELEASE and WAIVER INFORMATION

APPLICANTS MUST COMPLETE INFORMATION AND SIGN BELOW SIGNIFYING THAT HE OR SHE HAS READ THE WAIVER INFORMATION. FAILURE TO SIGN WILL RESULT IN THE APPLICATION BEING REJECTED.

**ACKNOWLEDGEMENT OF RISK AND RELEASE**

Participant, being at least 18 years of age, in consideration of being permitted to participate in kayaking lessons and/or paddle sport activities does for them self and their heirs, executors, administrators and assigns, hereby release and forever discharge the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, its officers, employees, agents, sponsors and their representatives, their heirs, administrators, and executors (hereinafter "OPRHP") of and from any and every claim, demand, action or right of action, of whatsoever kind or nature either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death and/or property damage resulting or to result from any accident which may occur as a result of participation in the Competition, or in any activities in connection with the paddling activity.

Participant acknowledges that there are risks associated with participation in the paddle sport activities which include, but are not limited to strenuous physical exertion and assumes full responsibility for any injuries or damages which may occur to Participant in the course of the paddle sport activities. I acknowledge and understand the nature of paddle sports. I have reviewed the Essential Eligibility Criteria (EEC) to participate in such activity and I acknowledge the ability to perform such EECs as listed. I also agree to wear a properly fitted, and fastened life jacket on the dock and in the vessel, follow the directions of the instructor/trip leader and be responsible for supervision of minors in my charge. If I decide to leave early and not complete the paddle sports activity as planned, I assume all risks inherent in my decision to leave.

By signing this release, I am in no way releasing OPRHP for damages caused by their own negligent act or omission. However, if I am injured and it is later determined by a court of competent jurisdiction that my injuries were not the result, either in whole or in part of any negligent act or omission on the part of OPRHP, I agree to compensate OPRHP or their insurers for any costs associated with the defense of such claim.

Participant agrees that this release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of New York and that if any portion of the agreement is held invalid, it is agreed that the balance shall; notwithstanding, continue in full force and effect.

I, as the person signing below, hereby release and forever discharge any and all rights and claims for damages, including any claims, for loss, damages, or injury to my person or property arising out of the performance or failure of performance of the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, the Niagara River Greenway Commission, or the respective officers, agents, representatives, successors and/or assignees of the parties named above, from any and all claims, demands and liability of every kind and nature, legal or equitable, occasioned by or arising out of my participation in the event known as Paddles Up Niagara.

I recognize the challenges of the event in which I have chosen to participate and I assume all risks of personal injury or death in connection therewith. I attest that I am sufficiently physically fit to participate safely therein, and that I have not been advised otherwise by a qualified medical person. I hereby consent to allow my picture or likeness to appear in any official documentary, sponsor advertisement, or exclusive television coverage of Paddles Up Niagara in any manner incidental to my participation in Paddles Up Niagara and without compensation to me.

I hereby authorize any first aid, medication, medical treatment, or surgery deemed necessary in case of emergency. I also authorize the attending medical person to execute on my behalf and permission forms and other appropriate medical documents on my behalf if I am not immediately available to do so. I understand that I am responsible for any charges incurred by me for medical treatment.

**Participant further states that they have carefully read the above release and knows the contents of the release and signs this release as their own free act.**

Signature of Participant or Parent/Guardian (under 18)

Applicants Signature \_\_\_\_\_ Date \_\_\_\_\_