

## Participant Assumption of Risks and Acknowledgment of Inherent Risks Agreement Kayak Nature Tours, LTD.

In consideration of the services of Kayak Nature Tours, LTD., its agents, owners, officers, volunteers, participants, employees, related companies and all other persons or entities acting in any capacity on their behalf (hereinafter collectively AK.N.T.@), I hereby agree to release and discharge K.N.T. on behalf of myself, my parents, my heirs, assigns, personal representative and estate as follows:

1. **Inherent Risk** I/we acknowledge that water related activities such as boating or sea kayaking and living, traveling and recreating in the wilderness entail known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I/we understand and acknowledge that the enjoyment and excitement of adventure activities – in this case sea kayaking and boating – is derived in part from inherent risks incurred by travel and activity beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to my/our enjoyment and excitement and are an integral reason for my/our participation in this activity. I/we understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. I/we also understand and acknowledge that failing to use or properly use assigned safety type equipment such as personal flotation devices and/or my failure to follow instructions increases my/our risk of injury or of not surviving an accident or incident while boating or sea kayaking.

The inherent risks associated with the boating, sea kayaking or water related activity in which I/we are about to participate include, but are not limited to: sustained rigorous activity or paddling that may be mentally and physically stressful, encountering large or erratic waves, eddies, tidal conditions or currents and changing sea conditions and the possibility that I/we will be jolted, jarred, bounced, thrown to and fro and shaken about during rides through some of these changing water flows; it is possible that I/we could be injured if I/we come in contact with paddles or other equipment necessary to the operation of the boat or sea kayaking activity and the outfitting of the boats or sea kayaks; I/we recognize there are foot holds in a sea kayak which may assist in stabilizing or steering my/ourselves in the sea kayak but which may present an increased risk of knee, ankle or other injury as a result of restricted or sudden movement; the boats or sea kayaks may break down or be faulty; it is possible that loss of control of a boat or sea kayak could occur resulting in collision, capsizing or swamping and that if a boat or sea kayak turns over I/we could be "washed" overboard; boats and sea kayaks are slippery when wet and are unstable so that I/we could slip and fall or be knocked out of the boat or sea kayak even in flat or non-moving water; I/we understand that the areas in which I/we might walk sometimes hide dangerous obstacles such as tree wells, tree stumps, creeks, rocks and boulders, forest dead fall, etc.; the boats or sea kayaks or any portion of them may collide with or encounter other boats, sea kayaks, man-made or natural objects including submerged or semi-submerged trees, slippery rocks, branches, fallen trees, boulders, docks, etc.; accidents can occur getting on and off or into or out of the boats or sea kayaks; the weather in the areas in which I/we may boat or kayak can be unpredictable and change rapidly; exposure to the natural elements can be uncomfortable and/or harmful and I/we are aware that this exposure could cause sea sickness, sunburn, dehydration, heat exhaustion or heat stroke, cold or hypothermia, some or all of which may diminish my/our or the other participants ability to react or respond; I/we understand that prolonged exposure to cold water can result in hypothermia and in extreme cases death; I/we may encounter dangerous or aggressive or poisonous wildlife, marine life, insects, etc.; communication in the river or marine environments in which this activity occurs is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available. I/we acknowledge and understand that this activity may include ground transport in remote and urban areas and that transport may be provided by independent contractors to K.N.T. and may involve errors in judgment by those independent contractors so that an inherent risk of travel with K.N.T. may involve use by or travel with entities over which K.N.T. has no authority or control. By signing this Participant Assumption of Risk and Acknowledgement of Inherent Risks Agreement, I/we acknowledge that I/we are ultimately responsible for my/our own safety during my/our use of, participation with or travel with these other entities. I/we understand and expressly acknowledge that I/we have responsibilities, including the responsibility for my/our own safety while participating in any or all of the activities associated with or

provided by K.N.T. I/we also acknowledge that I/we have the responsibility to inspect any and all facilities or equipment to be used and to immediately advise K.N.T. of anything which I/we consider to be unsafe or to refuse to participate. Furthermore, K.N.T. employees, agents, instructors and **guides have difficult jobs to perform**. They seek safety, but they are not infallible. They may be ignorant of my/our or another participant's fitness or abilities. They may give inadequate warnings or instructions and/or I/we as the participant(s) may fail to understand the safety directions due to language issues. I/we specifically acknowledge that decisions made by guides/staff and participants are often made quickly and in difficult settings and are often based on imprecise, momentary and subjective perceptions so that decisions are subject to errors in judgment that can not and should not be associated with fault at a later point in time.

**I/we acknowledge that I/WE ARE ULTIMATELY RESPONSIBLE for my/our own safety during my/our participation in K.N.T. events/activities.**

2. **Express Assumption of Risk** As lawful consideration for being allowed to participate in activities offered by K.N.T., I expressly agree and promise on behalf of myself and any of the children for which I am responsible, to accept and assume all the risks existing in this activity. My/our participation in this activity is purely voluntary, and I/we elect to participate in spite of the risks. I/we expressly agree and acknowledge that the terms and conditions of this Participant Assumption of Risk and Acknowledgement of Inherent Risks Agreement are contractual in nature and that I/we are signing it of our own free will.

**Initials:** \_\_\_\_\_

3. **Personal Skill & Insurance** I certify on behalf of myself and any of the children for which I am responsible that I/we have sufficient skill and fitness to participate in the activities offered by K.N.T. I further certify that I/we have no medical, mental or physical conditions which could interfere with my/our safety or ability to participate in these activities, or else I/we are willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I/we further certify that I/we have adequate insurance to cover any injury, damage or emergency transportation or search and rescue costs I/we may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs ourselves.

4. **Medical Issues** I agree on behalf of myself and any of the children for which I am responsible that, in the event that K.N.T. deems it necessary to administer emergency first aid or CPR or to remove me/us from its activities or premises or from the course or to seek emergency medical care for me/us that, by signing this document, I/we are giving K.N.T. permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me/us to any health care provider which may become involved in my/our care, treatment or removal from the field. By signing this document I/we are waiving any right to object to or bring any type of action or claim against K.N.T. for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me/us to any health related person who becomes involved in my/our care or removal from K.N.T. activities or the course.

5. **Photographic Assignment** I understand that the K.N.T. reserves the right to take photographic or film (of whatsoever nature) records of any or all of its activities and on behalf of myself and any of the children for which I am responsible I/we hereby agree that K.N.T. may use such records for promotional and/or commercial purposes without any remuneration to me. I/we hereby assign all right, title and interest I/we may have in or to any and all media in which my name or likeness might be used by K.N.T.

6. **Release as Contract and Personal Capacity** On behalf of myself and any of the children for which I am responsible I expressly agree and acknowledge that the terms and conditions of this Participant Assumption of Risk and Acknowledgement of Inherent Risks Agreement are contractual in nature and that I/we are signing it of my/our own free will. I/we expressly acknowledge that I/we are not under the influence of drugs or alcohol at the time of my/our signing of this document and that there are no other impediments or reasons why I/we would lack the capacity to enter into this contract with K.N.T.

7. **Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I/we file a lawsuit against K.N.T., I/we agree to do so solely in the State of Virginia, and I/we further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that

state and I/we hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled. I/we agree to submit to the jurisdiction of the Virginia courts. I/we agree that if any portion of this agreement/ contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this contract can be used as if it were the original. I/we understand that this document constitutes the entire Agreement/Contract between ourselves and K.N.T. and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I/we are also waiving any claims I/we might have for breach of contract or warranty for statements or representations made outside of this release contract.

**By signing this document, I acknowledge for myself and any of the children responsible for that if anyone is hurt or property is damaged during my participation in this activity, I/we may be found by a court of law to have waived my/our right to maintain a lawsuit against K.N.T. on the basis of any claim from which I/we have released them herein.**

**I/WE HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT (BOTH PAGES).  
I/WE HAVE READ AND UNDERSTOOD IT, AND I/WE AGREE TO BE BOUND BY ITS TERMS.**

**Participant Signature:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_ **Phone:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Country:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Parents or Guardians Additional Indemnification and Signature (Must be completed for participants under 18 years of age)**

I/we represent that I/we have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed below; I/we believe and represent that I/we have the legal authority to make the waivers and releases contained herein. I/we understand and acknowledge that K.N.T. relies to its detriment on this representation. In consideration of my child or ward (\*Minor\*) being permitted by K.N.T. to participate in its programs or activities, I further agree to indemnify (in other words, I agree to pay for...) and hold harmless K.N.T. from any/all claims which are brought by, or on behalf of Minor, and which are in any way connected with Minor's use or participation.

**Parent Signature:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent Signature:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_ **Phone:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Country:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_ © K.N.T.  
2010