

CARPE DIEM KAYAKING COMPANY

RELEASE, ASSUMPTION OF RISK, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of being permitted to participate in kayaking and related activities under the auspices of Carpe Diem Kayaking Company, Inc. (CDKC),

I _____ understand, acknowledge and agree that:

1. Kayaking involves inherent hazards associated with the dynamic and unpredictable environment where kayaking and associated activities are held. Participants can be injured walking or climbing along the shore, getting into or out of boats on the shore or on the water and at other times and locations. Sunburn, wind, rain, lightning, or being in the open for extended periods may be uncomfortable or cause injury. Certain insects, plant, or animals may cause discomfort or injury.

I recognize that all hazards cannot be foreseen or controlled and this is not an exclusive or exhaustive list of possible ways to get injured. Injuries may occur as a result of my negligence, the negligence of others, or through no fault of my own or anyone else, because of the nature of the activity. The risk of injury from kayaking and any activity involving water may be significant, including the potential for injury or death. CDKC does not have control of all the risks involved; and

2. I assume full responsibility for my own actions and for my voluntary decision to participate. I knowingly, freely, and expressly assume all risks, both known and unknown, of injury or death or damage or loss of personal property, even as a result of my negligence, negligence of my family or the negligence of those persons released from liability below; and

3. I will comply with all rules and regulations. If I have any questions or observe any unusual and unnecessary hazard during my participation, I will immediately bring such to the attention of the nearest official; and

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS the CDKC, the owners, lessors and lessees of premises used to conduct the kayaking activities, their directors, officers, officials, instructors, guides, volunteers, agents and/or employees ("Releasees"), with respect to any and all injury, disability, death, or loss or damage to person or property, whether or not caused by the negligence of the releasees; and

5. I have had adequate time to read, review and understand this release of liability and assumption of risk agreement, and I do so knowingly, freely and voluntarily without any inducement. I understand that, if I elect not to sign this, I may receive a refund of the trip fee.

Printed Name

Guardian's Name if Participant is a Minor

Participant's Signature

Date

Guardian's Signature

Date