

Paddling Pirate Kayak Fishing Adventures

Adult Waiver

In consideration of the services of Paddling Pirate Kayak Fishing Adventures LLC, its owners, volunteers, participants, employees, and other persons or entities acting on its behalf (hereinafter collectively referred to as "PPKFA"), hereby agree to release and discharge PPKFA, on behalf of myself, my parents, my heirs, assigns personal representatives and estate as follows:

I acknowledge that kayaking and other adventure activities, including travel into remote areas entails know and unanticipated risks which could result in severe physical or emotional injury, paralysis, death or damage to myself, property, or to third parties. I understand that such risks simply cannot be eliminated without compromising the essential qualities of the activity. These risks include, but are not limited to: capsizing, collision with objects or other watercraft, exposure to turbulent water, rain and cold, contact with poisonous or injurious plants, venomous and/or aggressive animals, and illness in remote areas where definitive medical care might be delayed. These and other unforeseen risks could result in severe injury or death from hypothermia, accidental drowning, or trauma to skeletal, muscular, nervous, circulatory, respiratory, lymphatic systems. Furthermore, PPKFA guides have a difficult job to perform. They seek safety, but are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

I expressly agree to accept and assume all of the risks existing in this activity. My participation in the activity is purely voluntary, and I elect to participate in spite of the risks.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless PPKFA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of PPKFA's equipment or facilities, including any such claims with alleged negligent acts of PPKFA.

I certify that I have insurance to cover any injury or damage I might cause or suffer while participating, or else agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume, and bear the cost of, all risks that may be created, directly or indirectly, by any such condition. I further certify that I am not under the influence of drugs or alcohol.

I have had sufficient opportunity to read this entire document. I have read and understood it and agree to be bound by its terms. PLEASE PRINT LEGIBLY.

Signature _____ Date _____

Print Name _____

Email _____

Emergency Contact (Name and Phone #) _____