

Release of Liability, Assumption of Risk and Indemnity Form for Sea Kayak Day, Half-Day and Overnight Excursions in Lake Superior's Apostle Islands

READ BEFORE SIGNING

Name of participant: _____ Camp: _____

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

Trip and Trip Dates: _____

Emergency contact information (name, relation, phone): _____

Definition of **Living Adventure Inc.:** In this document **LAI** means **Living Adventure Inc.** a Wisconsin subchapter (s) Corporation, its officers, directors, shareholders, employees and agents, including full or part time instructors leading the above mentioned trip.

In consideration of being allowed to participate in any way in this program, its related events and activities, I, the undersigned, acknowledge, appreciate, and agree that:

1. I understand that there are certain risks involved in sea kayaking which takes place on open water. These risks include the possibility of serious and in some cases permanent bodily injury and death. I may injure myself from my participation in the above activity, including by capsizing and drowning or injuring myself on a submerged object or another boat, cold and heat related injuries and illnesses including rapid and serious loss of body temperature (hypothermia), heat exhaustion, heat cramps, sunstroke, dehydration and sunburn. (hyperthermia) Sea kayaks can be unstable, particularly to a beginning student, and the risk of capsize is greatly increased for the beginner. I can be improperly dressed for immersion in cold water. I could slip or fall getting in or out of a boat, collide with another boat, or lose my sense of balance, coordination or ability to swim. I could be injured or worse by loading kayaks on trailers or carrying during launching/landing activity. These activities take place outside, where there may be adverse weather, including lightening, contact with hazardous terrestrial or marine plants or animals and unavailability or timely first aid or emergency treatment. I realize this list does not include all of the risks associated with the above activities.

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.

3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of Living Adventure Inc. immediately.

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS LIVING ADVENTURE INC. their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

5. I acknowledge that photos taken by LAI staff or participants on LAI trips may be used in promotional materials.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

x _____ Age: _____ Date Signed: _____

PARTICIPANT'S SIGNATURE

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

x _____ Date Signed: _____

PARENT/GUARDIAN'S SIGNATURE

(print name)