

RBC Kayaks, LLC – Waiver of Liability

***Waiver of Liability: ***Please Read Carefully:

In consideration of **RBC Kayaks LLC** furnishing services and/or equipment to enable me to participate in this activity, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (A) inherent risks, dangers and hazards and such exists in my use of KAYAK equipment and my participation in KAYAKING activities; (B) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (C) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of, but not limited to, **RBC Kayaks LLC** the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, ocean or river route location, and water levels, risks of falling out of or drowning while in kayak and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and (D) by my participation in these activities and for use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of **RBC Kayaks LLC**, or by any other person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify **RBC Kayaks LLC** and their owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of KAYAK equipment or participation in KAYAKING activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of **RBC Kayaks LLC**.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE RBC KAYAKS LLC FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

*****READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF RBC KAYAKS LLC USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM RBC KAYAKS LLC. IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGES THAT RESULT FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RBC KAYAKS LLC. HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

***PLEASE PRINT ALL INFORMATION CLEARLY! THANK YOU!

NAME (print): _____ SIGNATURE _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIPCODE: _____

E-MAIL: _____

Check here is Under 18 Years Old

SIGNATURE: _____ DATE: _____

SIGNATURE OF PARENT OR GUARDIAN(IF UNDER 18 YEARS OLD)