

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of Brew City Kayak, LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in capacity on their behalf (herein after collectively referred to as "Brew City Kayak"). I hereby agree to release and discharge Brew City Kayak, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that the sport of kayaking and paddle boarding involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, death as a result of drowning or brain damage caused by near drowning; broken bones, torn ligaments or strains as a result of falls while launching or exiting the water, or while carrying a kayak; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity, both known and unknown. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Brew City Kayak, LLC 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 Brew City Kayak, LLC's equipment or facilities, including such Claims which allude negligent acts or omissions of Brew City Kayak, LLC.
4. Should Brew City Kayak, LLC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to 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 costs of – all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against Brew City Kayak, LLC, I agree to do so solely in the state of Wisconsin, and I further agree that the substantive law of that state shall apply in this action without regard to the conflict of law rules of that state.
7. I consent to the use of images containing myself taken on the tour by Brew City Kayak, to be used for display and/or promotional publication.
8. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

By signing this document, I agree that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Brew City Kayak, LLC on the basis of any claim from which I have released them herein.

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

Print Name _____ **Signature** _____

Address _____ **City** _____ **State** _____ **Zip** _____

Phone(_____) _____ **Date:** _____ **Email:** _____

(Physical Impairments- hearing loss, poor eyesight, arthritis, etc.) Please tell your guide now!

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of (print minor's name) _____ ("Minor") being permitted by Brew City Kayak, LLC to participate in its activities and to use its equipment and facilities. I further agree to indemnify and hold harmless Brew City Kayak, LLC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such se or participation by Minor.

(Parent or Guardians Signature) _____ (Print Name) _____ Date _____