

**Swanton Recreation Commission Kayak Liability and Release Form**

Swanton Recreation Commission Liability Release and Express Assumption of the Risk For all Participants, In consideration of the services of Swanton Recreation Commission, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf, I hereby agree to release and discharge SRC, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows: I understand and acknowledge that there are risks of personal injury, death, and property damage while participating in the instructional activities, tours, rentals, and trips offered by SRC. Some risks are inherent in kayaking, even in still water; other risks are posed by the forces of the currents, swells, and waves, lakes or rivers; other risks are inherent in outdoor activities, wilderness travel, or water sports generally; still other risks may arise from conditions, situations, or activities of which I am presently unaware. All water activities are dangerous activities. Further, dangers may present themselves during the rental time, class, tour or trip, including risks posed by travel to such activity. I expressly agree and promise to accept and assume all of the risks existing in these activities, both known and unknown, whether caused or alleged to be caused by the ordinary (but not gross) negligent acts or omissions of SRC. My participation in these activities is purely voluntary, and I elect to participate in these activities in spite of the risks. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SRC from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities or my use of SRC equipment, instruction, tours or trips, including any such claims which I have or may have that allege ordinary negligent acts or omissions of SRC. I understand that this release includes all claims against SRC arising from its ordinary negligence, but does not include claims arising from SRC's alleged gross negligence. Should SRC or anyone acting on its 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. I certify that I have no medical or physical condition which could interfere with my safety while participating in these activities, 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. I understand that certain skills, abilities, and physical and mental health, and fitness are required in order to reduce the dangers involved in water activities, and I certify that I possess these skills. I agree to wear a properly fastened personal floatation device at all times while in the water, and to use such other safety equipment as may be provided to me by SRC. I understand and agree that should emergency rescue evacuation become necessary, the expenses are my sole responsibility and not that of SRC. **I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.** SRC- *Swanton Recreation Commission*

Participant Printed Name: \_\_\_\_\_ Phone number \_\_\_\_\_

If under the age of 18 Parental/Guardian I Signature \_\_\_\_\_

Signature: Date: \_\_\_\_\_

**The Swanton Recreations Commission requires a \$20 deposit per kayak. This deposit will be refunded to you upon return and successful inspection of the kayak, paddles and lifejacket.**

By signing below, I understand that I am responsible for payment of any damage to the items I am borrowing from the Swanton Recreation Commission. I am agreeing to provide a \$20 cash or check deposit.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_