

Kayaking

READ CAREFULLY HIGH MOUNTAIN SPORTS WAIVER AND RELEASE OF LIABILITY

In consideration of High Mountain Sports furnishing services and/or equipment to enable me to participate in kayaking, 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 High Mountain Sports equipment and my participation in High Mountain Sports 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 High Mountain Sports; 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, changing weather conditions, hidden and underwater obstacles, muscle or ligament damage, being hit by another user's paddle, drowning, exposure, overturning, being hit by a towed person or object, being hit by motorized boat, hypothermia, insect stings, and such other risks, hazards and dangers that are integral to recreational activities and/or 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 High Mountain Sports, 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 High Mountain Sports and its 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 High Mountain Sports equipment or my participation in High Mountain Sports 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 High Mountain Sports.

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which the High Mountain Sports or its agents is a party shall be either the District Court of Maryland or the Circuit Court of Maryland in Garrett County.

____ INITIALS I AGREE TO WEAR A PERSONAL FLOTATION DEVICE (LIFE JACKET) AT ALL TIMES AND WILL REQUIRE THIS OF ANYONE ELSE RIDING IN THE KAYAK.

____ INITIALS I AND ANYONE USING THIS KAYAK KNOW HOW TO SWIM.

I agree to only use this boat on Deep Creek Lake unless otherwise agreed in writing. I will not use this boat while under the influence of alcohol or controlled substance. I also know that the boat will not be used between dusk and dawn. I agree no one else will use or ride this equipment without them filling out a release form.

The renter assumes responsibility for any damages to the kayak, paddle, or life jacket and agrees to pay for repairs or replacements that may be necessary if lost, broken, or stolen at the discretion of High Mountain Sports.

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

SIGNATURE

AGE

DATE

NAME (PRINTED)

GROUP NAME

Street Address

City

State

Zip

Local Accommodations, Motel, Or Rental Agency

Local Phone or Cell Phone

Date/Time Out:

Date/Time Due:

Paid Thru:

Not Paid:

Staff Initials: