

**ONE FORM
PER FAMILY**

SAIL AND KAYAK SHOP

Hobie

**S
H
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P**

425 S Parker St, Olathe, KS 66061

www.sailandkayak.com

913-777-4699

Participation Form

PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT – READ CAREFULLY

One form per family. Each person must sign the form. If the person is under the age of 18 then a parent or guardian must sign their form and assume responsibility for the minor.

In consideration of **SAIL AND KAYAK SHOP, LLC** furnishing services, **SAIL AND KAYAK SHOP, LLC** premises and/or equipment to enable me to participate in kayaking, sailing, paddle boarding or other water sports, **I agree as follows:**

I fully understand and acknowledge that:

(a) outdoor recreational activities have inherent risks, dangers, and hazards and such exist in my use of water sport equipment and my participation in water sport 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 **SAIL and KAYAK SHOP, LLC**; the negligence of participants, the negligence of theirs, accidents, beaches or contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, employee decision making, including misjudged terrain, weather, trail or water conditions, and water level, risk of falling out of or drowning while participating in water sports and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, lake, river or other water, outdoor, or recreational environment.

By my participation in these activities and/ or use of equipment, **I hereby assume all risks and dangers and all responsibility** for any loses and/ or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of **SAIL AND KAYAK SHOP, LLC**, or by any other person including myself. I also verify that I am in good health, Not under the influence of any drugs or alcohol of any kind, nor do I have them in my possession, and am capable of pursuing water sports, and that my participation in this activity is voluntary. **I/we also agree to use a properly secured USCG approved personal floatation device at all times.**

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, discharge, hold harmless, defend and indemnify **SAIL AND KAYAK SHOP, LLC** and its owners, 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 paddle sport equipment or premises or my participation in water sport activities. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have at present time or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of **SAIL AND KAYAK SHOP, LLC**.

I do further authorize **SAIL AND KAYAK SHOP, LLC**, to photograph, televise, videotape or by any other means, record the image or voice of the participant while engaged in any activity planned or promoted by **SAIL AND KAYAK SHOP, LLC**, and to use such records for instructional, promotional or commercial use.

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

TODAY'S DATE

PARTICIPANTS 18YRS and OLDER

FIRST & LAST:	PHONE:	EMAIL:	SIGNATURE:
1)			
2)			
3)			
4)			

MINORS & THEIR GUARDIANS

FIRST & LAST:	AGE of MINOR:	PHONE of GUARDIAN:	SIGNATURE of GUARDIAN:
1)			
2)			
3)			
4)			

EMERGENCY CONTACT

FIRST & LAST:	PHONE:
1)	
2)	