

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY

Name of Participant: _____

Activity and Date: _____

Day(s) and time of Activity: _____

Location of Activity: _____

Instructors: _____



Definition of "Rutabaga": In this document, "Rutabaga," means Rutabaga, the Paddlesport Shop, LLC., a Wisconsin corporation, its officers, directors, shareholders, employees and agents, including full or part time instructors teaching the activity described above.

I understand that there are certain risks associated with my participation in the above activity, which involves canoeing, recreational kayaking or sea kayaking and takes place on water. These risks cannot be eliminated without destroying the unique character of the above activity. These risks include the possibility of serious and in some cases permanent bodily injury and death. Rutabaga wants me to understand that there are risks that I may injure myself from my participation in the above activity, including my capsizing and drowning or injuring myself on a submerged object or another boat, cold and heat related injuries and illnesses including rapid and serious loss of body temperature (called hypothermia), heat exhaustion, heat cramps, sun stroke, dehydration and sun burn. Canoes and kayaks can be unstable, particularly to a beginning student, and the risk of a capsize is greatly increased for the beginner. I can be improperly dressed for immersion in cold water, in which event I could become hypothermic. I could slip or fall getting in or out of a boat, collide with another boat, or lose my sense of balance, coordination or ability to swim. The activity takes place outside, where there may be adverse weather, including lightening, contact with hazardous terrestrial or marine plants or animals and unavailability of timely first aid or emergency treatment. I realize this list does not include all of the risks associated with the above activity.

WAIVER OF LIABILITY. I HEREBY WAIVE ALL CLAIMS OF ANY NATURE I MAY HAVE AGAINST RUTABAGA FOR ANY LOSS, DAMAGE OR EXPENSE I SUSTAIN OR INCUR, INCLUDING THOSE RELATED TO MY PERSONAL INJURY OR DEATH, RESULTING FROM MY PARTICIPATION IN THE ABOVE ACTIVITY AND CAUSED BY THE NEGLIGENT CONDUCT OF RUTABAGA. I AM NOT WAIVING CLAIMS FOR INTENTIONAL OR RECKLESS OR OTHER CONDUCT OF RUTABAGA.

ASSUMPTION OF RISK. I ASSUME AND ACCEPT FULL RESPONSIBILITY FOR ANY LOSS, DAMAGE OR EXPENSE I MAY SUSTAIN OR INCUR, INCLUDING THOSE RELATED TO MY PERSONAL INJURY OR DEATH, RESULTING FROM MY PARTICIPATION IN THE ABOVE ACTIVITY AND CAUSED BY RUTABAGA'S NEGLIGENCE.

INDEMNIFICATION. I HEREBY INDEMNIFY AND AGREE TO HOLD HARMLESS RUTABAGA FROM ANY LOSS, DAMAGE OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, FOR ANY CLAIMS MADE AGAINST RUTABAGA BY ANY THIRD PARTY FOR MY PERSONAL INJURY OR DEATH CAUSED BY RUTABAGA'S NEGLIGENCE.

The provisions of this document are binding upon me and my heirs and personal representatives. If the above participant is a minor, this document must be signed by the minor's parent or legal guardian and the parent or legal guardian certifies to Rutabaga that he or she has read and understands this document.

Signature of Participant: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____