

Conoco Kayak, LLC
Accident Waiver & Release of Liability Form

Name _____ DOB _____ Age _____

Address _____ City _____ State _____ Zip _____

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

1. I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.
2. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: Conoco Kayak, LLC and/or their owners, directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, other participants, and volunteers;

INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this form from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

- I. I acknowledge that Conoco Kayak, LLC and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.
- II. I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants, but are also present for volunteers.
- III. I acknowledge the risks associated with travel to and from all venues of the various components including transport by public or private motor vehicle which could include but are not limited to an accident resulting in severe physical injuries or death.
- IV. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.
- V. I understand while participating in this activity, I may be photographed and/or recorded. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.
- VI. Further, I acknowledge, agree, and fully understand that there may be other risks not known to Conoco Kayak, LLC or not reasonably foreseeable at this time.

THE ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM SHALL BE CONSTRUED BROADLY TO PROVIDE A RELEASE AND WAIVER TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

I/WE HAVE CAREFULLY READ THIS WAIVER AND RELEASE FROM LIABILITY, FULLY UNDERSTAND ITS CONTENTS AND THAT I/WE HAVE GIVIN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT, INTENDING TO BE LEGALLY BOUND HEREBY, KNOWINGLY, INTELLIGENTLY, AND OF HIS/HER OWN FREE WILL.

SIGNATURE OF PARTICIPANT

SIGNATURE OF CONOCO KAYAK, LLC REPRESENTATIVE

SIGNATURE OF PARENT OR GAURDIAN
(ONLY IF PARTICIPANT IS UNDER THE AGE OF 18)

DATE