

WAIVER AND RELEASE OF LIABILITY

READ BEFORE SIGNING

COVERAGE DATE: _____

1) In consideration of being allowed to participate in any way in this sports activity, related events and activities, the undersigned acknowledges, appreciates, and agrees that: The risk of injury from the activities involved in this sport is significant, including the potential for permanent paralysis and death; and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others and assume full responsibility for my participation. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest official immediately; and, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the **PADDLESPORT RISK MANAGEMENT, LLC, Texas Canoes and Kayaks LLC. Paddle with Style**, Holly Orr, their officers & directors, officials, agents, and/or employees, other participants, sponsors, advertisers, volunteers, coaches, steerers, and, if applicable, owners and lessors of premises used to conduct the event (“RELEASEES”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

2) I acknowledge that photographs and video may be taken of me in my participation in, and attendance at this event, and hereby freely agree to allow without restriction all uses of such photos and videos in the reporting of this race, and/or in the promotion of this event, its location, other sporting events, sport in general, and/or related purposes.

3) I agree to pay full replacement value should any equipment, (including but not limited to canoes, kayaks, paddles, life jackets, dry bags and other gear) used during rentals, guided tours, lessons or personal use provided by Paddle With Style/Holly Orr be damaged or lost in my possession. I also agree to pay full cost of labor and services to retrieve and repair equipment.

4) I agree to correctly wear a proper fitting life jacket/personal flotation device at all times and remain alcohol-free while I am in the watercraft.

5) Should I choose to sue Texas Canoes and Kayaks/ Paddle With Style / Holly Orr I agree to pay ALL PWS/TCK/Holly Orr’s attorney fees related to the case.

6) I take full responsibility to make sure all river permits are in order and I have verified this trip with the local officials. Paddle With Style/ Texas Canoes and Kayaks/ Holly Orr is released from all liability.

7) Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and, I hereby knowingly accept all such risk. I understand there is possible exposure and bites by spiders and snakes including but not limited to the black widow, cotton mouth, and rattle snakes. I accept all risk and take full responsibility.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Texas Canoes and Kayaks, Paddle With Style/ Holly Orr their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (“RELEASEES”), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

_____ Address: _____

(Participant/Member Name: PLEASE PRINT) _____

Signature: _____ Phone: _____ Date: _____

Emergency Contact # _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION) This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above, of all the Releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. I further agree to the photographic and video release set forth above.

Parent/Legal Guardian Name & Address: (PLEASE PRINT) _____

Address: _____ Emergency Contact # _____

Signature of Parent/Legal Guardian: _____ Date: _____