

**PARTICIPANT RELEASE OF LIABILITY WAIVER**  
***Escape from Zomgaup event.***

In consideration of being allowed to participate in any way in this Kayak and Canoe Club of New York (KCCNY) organized event, the undersigned acknowledges, appreciates, and agrees that: The risk of injury or illness 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 or illness does exist; and, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEE'S or others and assume full responsibility for my participation; and, I willingly agree to comply with the stated and customary terms and conditions for participation.

If I observe any unusual or significant hazard during my presence or participation I will remove myself from the activity and bring such hazard to the attention of the nearest trip coordinator or team leader immediately. I verify that I will only participate in club activities, on and off water, while in good physical and mental health and that I will not consume any mind altering drugs or alcohol prior to or during club activities that may impede my ability to participate putting myself or others at risk. I will inform the trip coordinator or team leader at the beginning of any on water activity if I am not feeling well or have a medical condition and remove myself from the activity.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS KCCNY; their officers & directors, officials, agents, and/or employees, other participants, sponsoring agencies, commissions, sponsors, advertisers, volunteers, coaches, steerers, and, if applicable, owners and lessors of premises and equipment used to conduct club activities ("RELEASEE'S"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEE'S OR OTHERWISE.

I also acknowledge that photographs and videos may be taken of me in my participation in, and attendance during, club activities that may be used for training purposes or club promotions. I will notify trip coordinators or organizers if I choose not to participate in a photograph or training video.

**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.**

**COMPLETE ALL SECTIONS**

Participant Name: \_\_\_\_\_ Date Participating: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**FOR PARTICIPANTS OF MINOR 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 Releasee's, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasee's 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 RELEASEE'S, to the fullest extent permitted by law. I confirm I have explained what this waiver is to the minor child that by their participation they waive their rights to sue as do we as parents/guardians.

Parent/Legal Guardian Name & Address: (PLEASE PRINT) \_\_\_\_\_ Minor DOB: \_\_\_\_\_

Address: \_\_\_\_\_ Emergency Contact # \_\_\_\_\_

Signature of Parent/Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_