

WAIVER AND RELEASE OF LIABILITY

PLEASE READ CAREFULLY

(This form is to be used for Adults Only)

In consideration of Have Kayak Will Paddle furnishing services and/or equipment to enable me to participate in Have Kayak Will Paddle's activities, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (A) inherent risks, dangers and hazards, and such exist in my use of Have Kayak Will Paddle equipment and my participation in Have Kayak Will Paddle 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 Have Kayak Will Paddle, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature, or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes, including but not limited to guide decision-making (including that a guide may misjudge terrain, weather, trail or river route location and water level), risks of falling out of or drowning while in a canoe or kayak and such other risks, hazards, and dangers that are integral to recreational activities and/or use of equipment. I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Have Kayak Will Paddle specifically, or by any other person generally.

I further agree to abide by a policy of no alcohol or illegal or mood/mind altering substances on equipment or guided trips, and to wear a life jacket at all times. I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Have Kayak Will Paddle and its owners, agents, 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 Have Kayak Will Paddle and/or Andy Thornal Expedition Outfitter equipment or my participation in Have Kayak Will Paddle activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Have Kayak Will Paddle. I permit the use of any photos, slides, films, or sketches taken during the day's activities for publicity, advertising, promotion or other commercial purpose. The above agreement shall be binding on my heirs, successors, assigns, administrators, and executors.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND, BY SIGNING IT, AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE Have Kayak Will Paddle and its owners, agents, officers, and/or employees ("Releasees") FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I FURTHER AGREE THAT IF, DESPITE THIS WAIVER/RELEASE, I OR ANYONE ON MY BEHALF MAKES A CLAIM AGAINST any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE Releasees FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

SIGNATURE: _____ DATE: _____

DATE OF BIRTH: ____/____/____

NAME OF PARTICIPANT (*please print*): _____

Street Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____

Please add me to the newsletter / emailing list of events, special offers, and other announcements.