

CHARLES RIVER CANOE & KAYAK

Trip Release

Name _____ Telephone _____

Street _____ City _____ State _____ Zip _____

Add to e-mail list _____ @ _____

WAIVER AND RELEASE OF LIABILITY

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

I agree and understand that canoeing and kayaking are hazardous activities (hereinafter "Activity"). Further, I recognize that there are risks, including, but not limited to, changing weather conditions, changing water conditions, hidden and underwater obstacles, changing and unpredictable currents, drowning, exposure and overturning. I recognize that injuries are a common and ordinary occurrence of the Activity. I hereby agree to freely and expressly assume and accept any and all risks of injury or death while participating in the Activity or while traveling to and from activity site. Nonetheless, I voluntarily elect to participate in the aforementioned Activity.

I hereby assume all risks which may be associated with and/or result from my involvement in such Activity and hereby hold harmless, release, indemnify and defend, and covenant not to sue Charles River Recreation, Inc., and The Commonwealth of Massachusetts, Metropolitan District Commission, its subsidiaries and affiliates, their respective officers, directors, agents, servants and employees (hereinafter "CRR and the MDC"), of and from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by me while participating in the Activity, including, but not limited to, those injuries and damages caused in whole or in part by the negligence and/or breach of warranty, express or implied, on the part of CRR, and the MDC.

I understand that while my instructors, guides or leaders may have first aid training, they are not trained in extensive emergency medical procedures and that in the event of a serious medical emergency, treatment may be several hours away. I authorize the CRR, the MDC and/or its authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed for me. I agree that upon my transport to any such medical facility or hospital that CRR and the MDC shall not have any further responsibility for me. Further, I agree to pay all costs associated with such medical care and related transportation provided for me and shall indemnify and hold harmless CRR and the MDC of and from any costs incurred therein.

I agree that any and all disputes between myself and CRR, and the MDC arising from my participation in the Activity or use of this equipment, and including any claims for personal injury and/or death will be governed by the laws of the State of Massachusetts and exclusive jurisdiction thereof will be in the state court residing in the county where the alleged tort occurred or the federal courts of the State of Massachusetts.

This release shall be binding upon my assignees, subrogors, distributees, heirs, next-of-kin, executors, personal representatives, and administrators and may be pled by CRR and the MDC as a complete bar and defense against any claim, demand, action or causes of action by myself or on my behalf.

I have carefully read the forgoing liability release, understand its contents and sign with full knowledge of its significance. I agree that no oral statements, representations, or inducements have been made.

Signature

Today's Date

Parent/ Guardian:

I verify that I am the parent or guardian of the minor named below. I have the authority to enter into this agreement on behalf of the minor. I agree to be bound by its terms. I accept full responsibility for all medical expenses incurred as a result of the minor's participation participation in the activity. I agree to indemnify, and hold harmless CRR and the MDC from any claim brought by, or on behalf of, the minor.

Name of Minor

Signature of Parent or Guardian

Today's Date

Listed below are all drugs or medicines I will be taking during the outing, as well as allergies and medical problems I may have:

DRUGS _____

ALLERGIES/MEDICAL CONDITIONS: _____

PLEASE CHECK BOX AT RIGHT IF NO ALLERGIES OR MEDICAL CONDITIONS EXIST

Listed below are my physician's name, and phone number, and the name and phone number of a person to call in case of emergency:

PHYSICIAN'S NAME & PHONE NUMBER:

IN CASE OF EMERGENCY, NOTIFY:

PHONE NUMBER: _____