

RELEASE, DISCHARGE, AND ACCEPTANCE OF RESPONSIBILITY AGREEMENT
ACKNOWLEDGEMENT OF RISKS

SILVERFISH PADDLERS joins The Dan River Basin Association to offer a benefit paddle. It is without fear of liability that we ask you to sign this AGREEMENT. Your signature below indicates your understanding that the term “water activity” encompasses all aspects of the activity including preliminary and subsequent matters such as but not limited to getting outfitted for the activity, maintaining, loading or unloading boats and gear, and using the shuttle to and/or from the activities.

Acknowledgement and Assumption of Risk

I understand and accept that boating and water activities expose me to numerous known and unanticipated risks which could result in personal injury, illness, death or damage to me or my property. Some of the risks or factors creating risk include but are not limited to the following:

- The hazards of travel in a kayak or canoe in rough water conditions;
- Paddling in unfamiliar and sometimes turbulent water;
- Water hazards including trees and other obstacles;
- First aid or emergency treatment that may be rendered;
- Accidents in remote places;
- Becoming lost or disoriented;
- Walking in rugged terrain including wet or slippery conditions;
- Injuries inflicted by animals, insects, reptiles, or plants;
- The forces of nature such as wind, lightning, or other weather conditions;
- My physical condition, the physical exertion associated with paddling; and/or
- Carrying, loading and unloading of watercraft and other equipment.

I agree to accept and assume all responsibility for personal injury, illness, death, or damage to myself or my property arising from my participation in the water activity. My participation is voluntary; I choose to participate with full awareness of these named and unnamed risks. I am solely responsible for deciding to engage in this activity.

I agree to obey all Silverfish Paddlers, Three Rivers Outfitters, and Dan River Basin Association rules and regulations while participating in this water activity.

I agree to wear a PFD (Personal Flotation Device) at all times while participating in this water activity.

I have carefully read and understand this Release and Discharge, Acceptance of Responsibility and Acknowledgement of Risk Agreement.

RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

In consideration of Silverfish Paddlers, Dan River Basin Association, and Three Rivers Outfitters furnishing services to enable me to participate in this activity, I hereby voluntarily release and forever discharge Silverfish Paddlers, Dan River Basin Association, and Three Rivers Outfitters and its employees and volunteers from any and all liability or claim for any injury, illness, death, or damage to myself or my property arising out of or in any way connected with my participation in this activity.

This release and discharge specifically includes, but is not limited to, liability or claims based upon negligent acts or omissions of Silverfish Paddlers, Dan River Basin Association, or Three Rivers Outfitters, its employees or volunteers.

I further hold Silverfish Paddlers, Dan River Basin Association, and Three Rivers Outfitters harmless from all liability, actions, causes of actions, debt claims and demands of every kind and nature whatsoever which I now have or which may arise from or in connection with my activity or participation in all activities involved with this event.

I further promise and agree not to sue, assert or otherwise maintain any claim against Silverfish Paddlers, Dan River Basin Association, or Three Rivers Outfitters, its employees or volunteers for any injury, illness, death, damage to myself or my property arising from or in any way connected with my participation in this activity.

Should it become necessary for Silverfish Paddlers, Dan River Basin Association, or Three Rivers Outfitters to incur attorney's fees and cost to enforce this agreement, or any portion thereof, I agree to pay the reasonable costs and attorney's fees expended by Silverfish Paddlers, Dan River Basin Association, or Three Rivers Outfitters, or for which liability is incurred.

I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this event to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

I authorize and release Silverfish Paddlers, Dan River Basin Association, and Three Rivers Outfitters to use my image in any photograph or video recording made during my participation in this activity for publicity.

Further, I agree to indemnify Silverfish Paddlers, Dan River Basin Association, and Three Rivers Outfitters, its employees, and volunteers for any claim, inclusive of attorney's fees and costs, for any action brought by or on behalf of my minor child

My signature below indicates that I have read this entire document, understand it completely, understand that it affects my legal rights, and agree to be bound by its terms.

Signature of Participant	Date	Print Name
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If under 18, Signature of Parent or Guardian	Date	Print name
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