

# SEA KAYAKING LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK



**This agreement is entered into between Bayplay Adventure Lodge and:**

<b>First Name:</b> _____	<b>Surname:</b> _____	
<b>Address:</b> _____		
<b>City:</b> _____	<b>State:</b> _____	
<b>Postcode:</b> _____	<b>Country:</b> _____	
<b>Phone number: Home</b> _____	<b>Work</b> _____	<b>Mobile</b> _____
<b>E-mail Address:</b> _____		
<b>Emergency Contact Name:</b> _____	<b>Ph:</b> _____	

I understand that "SEA KAYAKING" is a physically strenuous activity and that there is an inherent risk of injury, death and/or permanent disability associated with any water activity even though particular rules, equipment and personal disciplines may reduce these risks. In consideration of being allowed to participate in the experience, I hereby personally assume all risks in connection with said experience for any harm, injury or damage that may befall me while I am a participant, including all risks connected therewith, whether foreseen or unforeseen and I will not hold Bayplay Adventure Lodge and its employees, owners, officers, or agents (hereinafter "Released Parties") responsible.

I agree to inform Bayplay Adventure Lodge of any medical conditions that may be a concern i.e. asthma (details of management plan required), diabetes, epilepsy, fainting/dizziness, specific allergic reactions, blood conditions which may effect bleeding/clotting, conditions effecting balance, recent or longstanding injuries, disability, illness or other relevant medical conditions whether mental or physical (e.g. heart condition, migraines and/or pregnancy) and any relevant medication)

I declare that I am not under the influence of alcohol or drugs, nor am I under the influence of any medication that is contra indicatory to "SEA KAYAKING". I will inspect all of my equipment prior to the activity and will notify the Released Parties if any of my equipment is not working properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to "SEA KAYAKING". I acknowledge that in the event of loss or damage to the equipment I will incur the cost of repair or replacement.

I agree to abide by and comply with any rules, instructions or directions properly given to me by any staff member, instructor or his/her delegate and understand that such non compliance may result in injury, death and/or permanent disability or removal from the activity at my own expense and that I agree to indemnify the Released Parties against all claims made by any person as a result of my failure to comply.

Please note that any photography taken by Bayplay Adventure Lodge guides, staff or agents may be used for promotional material.

It is my intention, by this instrument to exempt and release the kayak guide, BAYPLAY ADVENTURE TOURS, and all related entities, from all liability or responsibility whatsoever for personal injury, property damage or wrongful death, however caused, including but not limited to the negligence of the Released Parties, whether passive or active.

I understand that the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act. I have fully informed myself of the contents of this liability release and assumption of risk by reading it before I signed it on behalf of my heirs and myself. I further declare that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or legal guardian.

Signature of participant: \_\_\_\_\_ **DATE:** \_\_\_\_\_

Signature of parent or legal guardian (where applicable): \_\_\_\_\_