

# **PARTICIPANT WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY**

Activity: Any activity with "OUTFITTER"

Location of Activity: Any areas serviced by "OUTFITTER"

In this document, "OUTFITTER" means Hayward Outfitters, LLC., doing business as Hayward Water Sports and; Hayward Outfitters Land Company, LLC., their officers, directors, shareholders, employees and agents, including full or part time instructors.

The "PARTICIPANT"(S), by signing below, understand that there are certain risks associated with participation. These risks cannot be eliminated without destroying the unique character of the activity. These risks could result in injury, permanent bodily injury or death. The "PARTICIPANT"(S) agree to assume these risks, to hold harmless and to indemnify the "OUTFITTER".

"OUTFITTER" wants me to be safe and to understand that there are risks involved with my participation. I may injure myself while participating in these activities. I could capsize and drown. If I am improperly dressed for immersion in cold water, I may experience cold related injuries. I may experience rapid and serious loss of body temperature called hypothermia. I may experience heat related injuries including heat exhaustion, heat cramps, sun stroke, dehydration and sun burn. All sporting equipment, including but not limited to canoes, kayaks, stand-up paddleboards, sailboats, pedal boats and pontoon boats can be unstable. I could slip or fall and injure myself. I could collide with another object. I could lose my sense of balance, coordination or ability to swim. The activity may take place outside, where there may be dangerous weather, including lightening. I may become in contact with hazardous plants or animals. There may not be timely first aid or emergency treatment. I realize this list does not include all of the risks associated.

**WAIVER OF LIABILITY: I HEREBY WAIVE ALL CLAIMS OF ANY NATURE I MAY HAVE AGAINST "OUTFITTER". I HEREBY WAIVE ALL CLAIMS, FOR ANY LOSS, DAMAGE OR EXPENSE I SUSTAIN OR INCUR, INCLUDING THOSE RELATED TO MY PERSONAL INJURY OR DEATH, RESULTING FROM MY PARTICIPATION IN WATER SPORTS OR ANY OTHER ACTIVITY AT OR WITH "OUTFITTER".**

**ASSUMPTION OF RISK: I ASSUME AND ACCEPT FULL RESPONSIBILITY FOR ANY LOSS, DAMAGE OR EXPENSE I MAY SUSTAIN OR INCUR, INCLUDING THOSE RELATED TO MY PERSONAL INJURY OR DEATH, RESULTING FROM MY PARTICIPATION IN WATER SPORTS OR ANY OTHER ACTIVITY AT OR WITH "OUTFITTER".**

**INDEMNIFICATION: I HEREBY INDEMNIFY AND AGREE TO HOLD HARMLESS "OUTFITTER" FROM ANY LOSS, DAMAGE OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, FOR ANY CLAIMS MADE AGAINST "OUTFITTER" BY ANY THIRD PARTY FOR MY PERSONAL INJURY OR DEATH CAUSED BY WATER SPORTS OR ANY OTHER ACTIVITY AT OR WITH "OUTFITTER".**

The provisions of this document are binding upon me and my heirs and personal representatives. If the participant is a minor, this document must be signed by the minor's parent or legal guardian and the parent or legal guardian certifies to "OUTFITTER" that he or she has read, understands and agrees to this document.

**THE PARTICIPANT SIGNING BELOW ACKNOWLEDGES THAT HE OR SHE IS NOT UNDER DURESS, HAS READ THIS AGREEMENT AND AGREES TO BE BOUND BY IT TERMS**

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**For parents or Guardians of Minor Age, under Age 18 at time of Participation**

This is to certify that I am the parent or guardian with legal responsibility for this minor participant. I consent and agree to the above, for myself, for the minor, for our heirs and next of kin, I agree to assume all risks, to indemnify and hold harmless "OUTFITTER" from any and all liability relating to any and all incidents involving this minor's involvement or participation.

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emergency Telephone Number

Name of Minor: \_\_\_\_\_

Name of Minor: \_\_\_\_\_

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