MILL POND KAYAK LLC
TWIN CITY, GA

ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT

In consideration for my being permitted to participate in the activities of Mill Pond Kayak, LLC, I agree to the following Waiver and Release:

I acknowledge that kayaking has inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION: (a) water hazards in boating or wading in the lakes and rivers may result in bodily injury or illness including drowning; (b) injuries or illness may be caused by the negligence of the owners or employees of Mill Pond Kayak, LLC or other participants, hiking in rugged terrain, encounters with wildlife, temperature extremes, inclement weather conditions and unavailability of immediate medical attention in the wilderness in case of injury.

I understand the risks, hazards, and dangers of boating and that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF MILL POND KAYAK, LLC WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Mill Pond Kayak, LLC may take PHOTOGRAPHS and other images of me participating in these activities. I waive any right of privacy, publicity, compensation, copyright or other rights to those images and I consent to Mill Pond Kayak, LLC using or publishing those images for any purposes.

Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Mill Pond Kayak, LLC, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of Mill Pond Kayak, LLC or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue Mill Pond Kayak, LLC as a result of any injury, paralysis, or death suffered in connection with my use and participation in these activities.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT. IT IS MY INTENTION TO EXEMPT AND RELIEVE MILL POND KAYAK, LLC FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

_____ _____ _____
Print Name of Participant | Participant's Signature | Date

_____ _____ _____
Mailing Address | City, State, Zip | Phone Number

Signature of Parent, Guardian or Custodian: _____
(Required if participant is less than 18 years of age)

May we email information about upcoming Mill Pond Kayak activities to you?

Email address:_____