

Release for Paddling Events Acknowledgement, Assumption of Risks, Waiver, and Liability

Sunset & Full Moon Paddle Date: 8/11/22 Leaders: Ross & Ernie

Please read this entire document carefully before signing. All participants must sign this document. For a participant under 18 years of age (“minor child”), a parent or legal guardian (collectively “parent”) must also sign.

In consideration of being permitted to participate in any way in The Webster Lake Association Inc.’s water programs and related activities, I, for myself, my personal representatives, executors, assigns, heirs, next of kin, and estate, and as the parent of a minor child (if applicable), do acknowledge and agree that:



1. The Webster Lake Associations Inc. coordinates many water-related activities, sometimes with partner sponsoring organizations. The leaders of these activities are often volunteers. They are not professional paddling guides or leaders. **In all activities, participants share the responsibility for their own safety and for the safety of the group.**

2. As a participant, and as a parent of a minor child (if applicable), I understand the nature of paddle sports and related activities and **I am qualified, in good health, and in proper physical condition to participate in the activity. I have the proper equipment and willingly agree to comply with the stated and customary terms and conditions of participation.** I further agree and warrant that if at any time I believe conditions are unsafe, I will immediately discontinue my participation in the activity. If I decide to leave early and not complete the activity as planned, I assume all risks inherent in my decision to leave.

3. **I fully understand that paddle sports and related activities are inherently dangerous. They involve risks, hazards, and dangers that can lead to damage to personal and real property and to mental and emotional trauma, illness, and serious bodily injury including permanent disability, paralysis, and death to the participant and others.** Some of these risks include: hazardous and unpredictable ground, water or weather conditions, misjudgments made by leaders, participants or others; travel in remote areas that can cause potential delays with transportation, evacuation and medical care; equipment that can fail or malfunction; and the potential that the participant or others may act carelessly or recklessly. There may be other risks that are not readily foreseeable at this time. The Webster Lake Associations Inc. and its partner organizations and sponsors cannot assure each participant’s safety or eliminate any of these risks. **As a voluntary participant, and as a parent of a minor child (if applicable), I am fully aware of these risks and assume and accept full responsibility for any and all damages, trauma, illness, injury, death, or other losses suffered as a result of my participation or that of my minor child in the activity.**

4. **I hereby release, discharge, and covenant not to sue** The Webster Lake Associations Inc. **and its partner sponsoring organizations, their officers, directors, employees, representatives, agents, independent contractors, members, and volunteers, other participants, sponsors, advertisers, and owners and lessors of premises on which an activity takes place, in regard to any and all claims, liabilities, demands, suits, or expenses (including reasonable costs and attorney fees), and including claims resulting from negligence, for any damages, trauma, illness, injury, death or other losses suffered by me or my minor child (if applicable) as a result of participation in any water-related activity.**

5. I agree that **the substantive laws of Massachusetts govern this document** and any and all claims, demands, suits, or other proceedings must be filed or entered into solely in Massachusetts. This document is intended to be interpreted and enforced to the fullest extent allowed by law. Any portion of this document deemed unlawful shall not affect the remaining provisions, and those remaining provisions shall remain in full force and effect.

6. **I have carefully read this document, understand its terms, and acknowledge that it is effective and binding me, my personal representatives, executors, assigns, heirs, next of kin, and estate, and as the parent of a minor child (if applicable).**

Name (printed)	Signature	Emergency Contact #	Signature of Parents for Minor Child
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
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Please return to The Webster Lake Associations Inc., PO Box 156 Webster, MA 01570

Name (printed)

Signature

Emergency Contact #

Signature of Parents for Minor Child

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