

TIME _____

____ # Kayaks
____ # Canoes
____ # SUPs

Office Use Only

Time Back: ____:____

BayCreek Paddling Center Registration and Waiver Form

Paddler #1

Please Print

Name: _____

Address: _____

City, St., Zip: _____

Phone #: (____) _____ - _____

Sign me up for newsletter (events, coupons, etc.)

Email (optional) PLEASE PRINT

@

I have read the Waiver on the Reverse Side and Agree to these terms.

Sign _____ Date _____

If under 18 Parent or Legal Guardian must sign.

_____ Date _____

Parent / Guardian

Paddler #2

Please Print

Name: _____

Address: _____

City, St., Zip: _____

Phone #: (____) _____ - _____

Sign me up for newsletter (events, coupons, etc.)

Email (optional) PLEASE PRINT

@

I have read the Waiver on the Reverse Side and Agree to these terms.

Sign _____ Date _____

If under 18 Parent or Legal Guardian must sign.

_____ Date _____

Parent / Guardian

Paddler #3

Please Print

Name: _____

Address: _____

City, St., Zip: _____

Phone #: (____) _____ - _____

Sign me up for newsletter (events, coupons, etc.)

Email (optional) PLEASE PRINT

@

I have read the Waiver on the Reverse Side and Agree to these terms.

Sign _____ Date _____

If under 18 Parent or Legal Guardian must sign.

_____ Date _____

Parent / Guardian

Paddler #4

Please Print

Name: _____

Address: _____

City, St., Zip: _____

Phone #: (____) _____ - _____

Sign me up for newsletter (events, coupons, etc.)

Email (optional) PLEASE PRINT

@

I have read the Waiver on the Reverse Side and Agree to these terms.

Sign _____ Date _____

If under 18 Parent or Legal Guardian must sign.

_____ Date _____

Parent / Guardian

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK

In consideration of the services of BayCreek Paddling Center, Inc., their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "B.P.C."), I hereby agree to release and discharge B.P.C., on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in outdoor adventure based activities, such as canoeing, kayaking, stand-up paddle boarding, hiking, camping and travel to and from locations, entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Furthermore, B.P.C. employees have difficult jobs to perform. They strive to assure safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They might cause or be involved in a traffic accident while transporting you. They might give inadequate warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless B.P.C. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of B.P.C.'s equipment or facilities, **including any such claims which allege negligent acts or omissions of B.P.C.**
4. Should B.P.C. or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume -- and bear the costs of -- all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against B.P.C., I agree to do so solely in the state of New York, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.
7. I expressly agree to return all BayCreek equipment (boats, boards, paddles, life jackets, etc.) in the condition as rented exclusive of normal wear and tear. All equipment shall be returned within the normal business hours of B.P.C.

By signing this document, I acknowledge that if I or anyone else is hurt or property is lost or damage during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against B.P.C. on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.