



Kayak Loan Program – Release of Claims, Indemnity, and Hold Harmless Agreement

Sunderland Public Library

20 School Street

Sunderland, MA 01375

413-665-2642

www.sunderlandpubliclibrary.org

THIS FORM MAY NOT BE ALTERED

Participant's Name _____

Date of Birth _____

Address _____

Phone _____ Cell Phone _____

Email _____

This document affects your legal rights. You must read and thoroughly understand it before you sign it. This Release must be read and signed every time a kayak is borrowed.

Statement of risks: There are significant elements of risk in any adventure, sport, or activity associated with watersports, the outdoors, the presence or use of motorized watercraft, and activities incidental thereto (referred to herein as "the Activity"). Although we have taken reasonable steps to provide you with appropriate equipment, the Activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the Activity. The same elements that contribute to the unique character of the Activity can be the causes of loss or damage to equipment, cause accidental injury, illness, or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for the Activity. We do think it is important for you to know in advance what to expect and to be informed of the inherent risks. **Initials:** _____

ACKNOWLEDGEMENT OF RISKS: I acknowledge that the following describes some, but not all, of the risks of participating in the Activity: 1) Changing water flow, currents, wave action and boat wakes; 2) Collision with any of the following: other participants, the interior of the water craft in which I am riding or any other portion of said craft, other water craft, and man-made or natural objects; 3) Inclement weather, lightning, variances and extremes of wind, weather and temperature; 4) Collision or capsizing, or other hazard which results in wetness, injury, exposure to the elements, hypothermia, or drowning; 5) Getting in or out of the craft; 6) Equipment failure or operator error; 7) Heat – or sun related injuries or illness including sunburn, sunstroke or dehydration; 8) Fatigue, chill, and dizziness, which may diminish my reaction time and increase risk of an accident. **Initials:** _____

I am aware that the Activity entails risks of injury or death. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death as a result of participation in the Activity. **Initials:** _____

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I hereby knowingly and freely assume all such risks, both known and unknown, including full responsibility for and risk of bodily injury, death or property damage as a result of my participation in the Activity and/or my use of the borrowed equipment, even if the injury, death or property damage is caused, in whole or in part, by the negligence of the Sunderland Public Library/ Town of Sunderland and any or all of their owners, officers, trustees, directors, volunteers, agents, committees, boards and employees. I verify that I am physically fit and sufficiently qualified, trained and capable to participate in the Activity. I assume full responsibility, for myself and any minor children for whom I am responsible, for any bodily injury, accident, illness, death, loss of personal property and expenses related thereto as a result of any accident which may occur while I participate in the Activity. I assume the risks of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions, contusions, dehydration, drowning, oxygen shortage (anoxia), exposure, head, neck, and spinal injuries, bite or attack by an animal or insect, allergic reaction, shock, paralysis, or death. **Initials:** _____

I agree to refrain from using alcohol or drugs prior to and during my participation in the Activity. I agree to wear a Coast-Guard-approved personal floatation device (PFD or life jacket) during the entire time I am participating in the Activity. I **agree that the borrowed boat will not be used in any location other than the Connecticut River.** Kayaks may not be brought to my home or to another location. If I observe any significant hazard during my presence or participation in the activity, I will remove myself from participation and bring such to the attention of the nearest staff member or appropriate authorities immediately. **Initials:** _____

RELEASE AND WAIVER OF LIABILITY: I, the undersigned, for myself, my heirs, representatives, assigns, and next of kin, in consideration of the use of the borrowed equipment by me, do fully and forever release, waive, discharge, hold harmless, and covenant not to sue the releasees from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for death, personal injury, or property damage and from any and all claims, demands, suits, loss, and causes of action asserting or on account of death, personal injury, or property damage suffered or sustained by me or any person or property as a result of or arising out of my participation in the Activity, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law. I agree that any and all disputes between myself and the releasees arising from my participation in the Activity and/or use of this equipment, and including any claims for personal injury and/or death will be governed by the laws of the Commonwealth of Massachusetts and exclusive jurisdiction thereof will be state court residing in the county where the alleged tort occurred or the federal courts of the Commonwealth of Massachusetts. **Initials:** _____

I do hereby forever release the Town of Sunderland and the Sunderland Public Library, and all its departments, commissions, officials, employees, agents, board members and any and all individuals and organization (collectively the "Releasees") from any and all claims, injuries, rights and causes of action and from any and all personal injuries to myself or property damage resulting from my participation in the Kayak Program. I hereby further agree not to sue the Releasees as result of my participation in the Kayak Program and acknowledge that my decision to participate in said program is entirely voluntary. I further promise, to indemnify, reimburse, defend and hold harmless the Releasees against any and all legal claims and proceedings, including damages, costs and attorneys' fees, arising from personal injuries or property damage resulting from participation in the Kayak Program. **Initials:** _____

I, the undersigned, acknowledge that I have read this liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign freely and voluntarily without anyhow inducement. I agree that no oral statements or representations, apart from the language of the above agreement, have been made. I agree to borrow and use and return the equipment according to the stated loan policy. **I will be responsible for the full replacement cost of any equipment I have borrowed from the Sunderland Public Library/ Town of Sunderland and agree to pay for damages to or replace such equipment in the event of any damages other than reasonable wear and tear.** **Initials:** _____

Participant's signature _____

Age _____

Date _____

FOR PARENTS/GUARDIANS OF PARTICIPANT(S) OF MINOR AGE (ages ten to seventeen): This is to certify that I, the undersigned, as parent/guardian have legal responsibility for the minor participant(s) named below, and, on the minor's behalf, I am authorized to consent and agree to his/her release, as provided above, of the Releasees, and that I, for myself, my heirs, representatives, assigns, and next of kin, do release and agree to indemnify and hold harmless the Releasees from any and all liability as a result of or arising out of my minor child's participation in the Activity, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law.

Minor Participant's Name _____ Age _____

☐ Parent/Guardian Signature _____

Date _____