



YPRC 2015 WAIVER FOR ADULTS

READ before signing:

In consideration of being permitted to participate in any way in the Yonkers Paddling and Rowing Club (hereafter YPRC) sport's and recreation program and related activities(Activities) I, for myself, my personal representatives, assigns, heirs and next of kin:

1. Acknowledge, agree and represent that I understand the nature of paddle sports and related activities and that I am qualified, in good health, in proper physical condition to participate in such activity 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 to be unsafe, I will immediately discontinue further participation in the Activity. If I decide to leave early and not complete the trip/Activity as planned, I assume all risks inherent in my decision to leave.
2. Fully understand that: a) Paddle sports and related activities INVOLVE RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); b)these Risks and dangers may be caused by my own actions or inactions, the actions and inactions of others participating in the Activity, the condition in which the Activity takes place, or the NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; C)there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES I incur as a result of my participation or threat of the minor in the Activity. The signed individual hereby grants Yonkers Paddling and Rowing Club and all partners, sponsors and affiliates the permission to use your likeness in any method they deem necessary, including for marketing purposes.
3. HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE THE YPRC, their directors, agents, officers, members, instructors, volunteers, employees, other participants, any sponsors, advertisers and, if applicable owners and lessors of premises on which the ACTIVITY takes place,(each considered one of the Releasees herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, INJURIES, DAMAGES TO PROPERTY, OR OTHER DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PARTBY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE , INCLUDING NEGLIGENT RESUE OPERATIONS; AND I FURTHER AGREE that if. Despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK , AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the releasees, I will INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.
4. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINT NAME

SIGNATURE

DATE OF BIRTH

STREET ADDRESS

PHONE

CITY

STATE

ZIP

EMAIL ADDRESS

JFK Public Kayaking and Environmental Awareness Program

DESCRIPTION OF EVENT

EVENT DATE