

## **Carolina Canoe Club Acknowledgement and Assumption of Risk**

I, the undersigned, understand and accept that whitewater paddling in a canoe or kayak exposes me to many hazards both known dangers and unanticipated risks. Some of the dangers and risks which may be present or occur include, but are not limited to, the following:

1. Travel in rough water in a canoe or kayak.
2. Water hazards, including things such as rocks, boulders, trees, man-made obstacles, holes, reversals, and other obstacles or water formations.
3. Swimming or floating in unfamiliar and sometimes turbulent water.
4. Using paddles, ropes, or other paddling equipment.
5. Hiking and walking in rugged terrain, including over slippery rocks.
6. Injuries inflicted by reptiles, animals, insects, or plants.
7. Accidents or illnesses in remote places without medical facilities.
8. Man-made objects in the river, including things such as ropes, junked objects, bridge pilings, metal junk, and dams.
9. Carrying, loading or unloading canoes and kayaks and other river equipment.
10. The forces of nature, including lightening, weather changes, cold, heat, river level changes and others.
11. Physical exertion in paddling, carrying equipment, swimming, and the like.
12. Travel in a vehicle driven by a person other than the undersigned.

I voluntarily and freely choose to participate in this activity despite these known risks, despite the other risks not listed here but about which I know, and despite the other risks that might exist and that are not specifically listed here. I agree to accept and to assume all responsibility for and risk from my participation in this activity. I agree that these risks, whether listed or not, are inherent in this activity. I am solely responsible for deciding what equipment to take, whether to scout or run any rapid, and whether to participate in any rescue or recovery of equipment. I am solely responsible for deciding whether to participate or continue on any river trip.

I assume these risks and assume exclusive responsibility in decision making. I also specifically agree to obey the guidelines of the American Whitewater Affiliation Safety Code.

I have carefully read and understand this Acknowledgement and Assumption of Risk, I also understand that I will be asked to read carefully, understand and sign a separate Release of Liability. I understand that if, after reading this document, I choose not to participate, I will be given a full refund.

Participant's signature: \_\_\_\_\_

Printed name and date: \_\_\_\_\_

**FOR MINOR:**

Parent/Guardian's signature: \_\_\_\_\_

Printed name(s) and date: \_\_\_\_\_

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## **Carolina Canoe Club Release of Liability**

I, the undersigned, hereby acknowledge that I have read the Assumption of Risk statement and fully understand that there are certain elements of danger inherent in whitewater trips. I also understand and acknowledge that participating in a whitewater trip entails unavoidable risks of loss of life, personal injury, and loss of or damage to property.

I understand and agree that the terms "recreational activity" and "activity" as used herein encompass all aspects of the activity, including preliminary and subsequent matters such as, but not limited to, getting outfitted for the activity, maintaining, repairing, loading and unloading boats, equipment or gear, and travel to and from the place of activity.

In consideration for the Carolina Canoe Club, its officers, the instructors provided by it, and its members (hereafter called "Carolina Canoe Club"), furnishing services to enable me to participate in this activity. I hereby voluntarily release and forever discharge the Carolina Canoe Club from any and all liability, including liability for negligence (whether active or passive), and any and all claims for relief including claims for injury, illness, death, or damage to myself or my property that may accrue either to me or to my heirs or personal representatives.

I further hold the Carolina Canoe Club harmless from any and all liability, actions, causes of action, debts, claims, and demands of any kind and nature whatsoever which I now have or which may arise from or in connection with recreational activities sponsored by the Carolina Canoe Club, including its instructional clinics.

I further agree, promise and covenant not to sue, assert or otherwise maintain any claim against the Carolina Canoe Club for any injury, illness, death or damage to myself or my property arising from or in any way connected with my participation in this activity.

I also understand that the Carolina Canoe Club carries no medical insurance for the protection of the participants in any of the outdoor recreation activities that it sponsors.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND I SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT IF, AFTER READING THIS DOCUMENT, I CHOOSE NOT TO PARTICIPATE IN THIS ACTIVITY, I WILL BE GIVEN A FULL REFUND.**

Participant's signature: \_\_\_\_\_

Print name and date: \_\_\_\_\_

**( OVER )**