



DRIFTWOOD

WATER ADVENTURES

WATER ACTIVITIES RELEASE OF LIABILITY

Kayaks * Canoes * Paddleboards

Name: _____ DOB: _____ Date: _____

Address: _____ City, State, Zip: _____

Email: _____ Phone: _____

How did you learn about us? (Circle one) Internet Facebook Flyer Ad Brochure Friend Family Other: _____

Known allergies to plants, insects, or medications: _____

Other medical conditions of which we should be aware (but are not liable for): _____

EMERGENCY CONTACT INFORMATION:

Name: _____ Phone: _____ Relationship: _____

RELEASE OF LIABILITY: This form is an important legal document. It explains the risks you are assuming by participating in any type of water sport/activity. It is critical that you read and understand it completely. **Waiver and Covenant Not to Sue:** I have volunteered to participate in a water sport/activity under the direction of **Driftwood Adventures, LLC (DWA)**, which may include, but not be limited to, kayaking, paddleboarding, and/or canoeing. In consideration of DWA agreement to instruct, assist, train, rent and/or have use of their equipment, I do here and forever release, discharge, and hereby hold harmless DWA and their respective agents, heirs, assigns, contractors, employees, trainers, instructors, and volunteers, and if applicable, the **Municipalities of Bristol Borough, Bristol Township, and Falls Township, and Pa. Dept. of Conservation and Natural Resources**, their insurers, any land owners and lessors, municipal and/or government agencies upon whose property the activity is conducted from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or in connection with my participation in this or any activity, including any injuries resulting there from. If, however, I observe any unusual, significant hazards during this activity, I will remove myself from participation. **Assumption of Risk:** Participation in this activity is purely voluntary. The risk of injury involved in this activity is significant, including the potential for permanent paralysis and death, and while personal ability may reduce this risk, the risk of serious injury does exist. I understand that as a result of my participation in this activity, I could suffer an injury or physical disorder that could result in my becoming partially or totally disabled and incapable of performing any gainful employment or having a normal social life. I assume full responsibility for all of the risks of the activity, whether identified or not, for myself and any minor child(ren) under my care, for any bodily injury, accident, illness, paralysis, death, loss of personal property and/or expenses thereof as a result of any accident which may occur while participating in the activity. I hereby authorize any first aid or medical treatment deemed necessary in case of an emergency. I also authorize the attending medical personnel to execute on my behalf any permission forms and other appropriate medical documents and act on my behalf if I am not immediately able to do so.

Acknowledgment and Agreements: There are significant elements of risk in any water sport or activity associated with the use or presence of watercraft, including, but not limited to, canoes, kayaks, paddleboards, and the use of related equipment. These risks are inherent in water activities and may be present even when the equipment is used properly and in still water. I acknowledge that some, but not all, risks of participating in water sport activities may include:

(1) changing water flow, tides, current, wave actions, and/or ships' wakes; (2) collision with other participants, their equipment, the watercraft, other watercraft, and any man-made or natural objects; (3) wind sheer, inclement weather, lightning, variances or extremes of wind, weather or temperature; (4) my sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; (5) collision, capsizing, sinking or other hazards which may result in wetness, injury, exposure to the elements, hypothermia, and/or drowning; (6) the presence of insects and marine life; (7) equipment failure or operator error; (8) heat from sun-related injuries or illness, including sunburn, sunstroke or dehydration; (9) fatigue, chill and/or dizziness which may diminish reaction time and increase the risk of an accident. In any event, I acknowledge and agree that I assume the risks associated with any and all activities, and/or training in which I participate. I acknowledge and agree that no warranties or representations have been made to me regarding the results I will achieve from this program and/or activity. I understand that results are individual and may vary. I agree to obey the instructor(s), trainer(s), guide(s), and/or any rental agent(s) and willingly agree to comply with the stated and customary terms and conditions for participation. I understand it is mandatory to wear protective footwear, i.e. water shoes, sandals, sneakers, etc. I agree to wear a properly fitted and fastened U.S. Coast Guard-approved personal flotation device (pfd) while aboard a boat and while on or in the water. **Media Release:** I also grant permission for DWA to take photographs, videos, and/or digital recordings of me during this activity to use in any and all media, now or hereafter. I do hereby release to DWA and its employees all rights to exhibit this work in print and electronic form, publicly or privately, and to market and sell copies. I waive any rights, claims, or interest I may have to control the use of my identity or likeness in whatever media used. I understand that there will be no financial or other remuneration for recording me, either for initial or subsequent transmission or playback.

I have read and understand this Release of Liability. I understand it involves surrendering valuable legal rights. I agree to be bound by all terms of this Release and that it cannot be modified orally.

Name: _____ Date of Birth: _____

Signature: _____ Date: _____

CONSENT AND RELEASE ON BEHALF OF MINOR - MUST BE COMPLETED FOR ALL PARTICIPANTS UNDER 18 YEARS OLD: I am the parent and/or legal guardian of the above-named minor. I give my consent to the participation in DWA activities by the above-named minor. I have read and understand this Release of Liability. I understand it involves surrendering valuable legal rights of the minor and myself. I agree to be bound by all terms of this Release and that it cannot be modified orally.

Guardian's Name: _____ Date: _____

Guardian's Signature: _____ Phone: _____

A COPY HAS BEEN OFFERED AND ☐ ACCEPTED ☐ DECLINED Staff Initials: _____