KAYAK PARTICIPATION WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION of being permitted to participate in any way in **Bayou Land Conservancy's** paddlesports 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 paddlesports 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 to be unsafe, I will immediately discontinue further participation in the Activity and notify the nearest official of the conditions. If I decide to leave early and not complete the activity as planned, I assume all risks inherent in my decision to leave.

2. FULLY UNDERSTAND that:
(a) Paddlesports 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 or 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 that of the minor in the Activity.

3. HEREBY RELEASE, discharge, and covenant not to sue Bayou Land Conservancy, its administrators, directors, agents, officers, members, volunteers, and 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, damage to property, or other damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, to the fullest extent permitted by law.

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 ANY INDUCEMENT OR ASSURANCE OF ANY NATURE.

X_____ _____ _____
Participant Signature Age Date

For Parents or Guardians of Children Under 18

This is to certify that I, as parent or guardian with legal responsibility for this participant do consent and agree to his/her release as provided above for all Releasees, and, for myself, heirs, assigns and next of kin I release and agree to indemnify hold harmless from any and all liability incident to my minor child's involvement and participation in these programs as provided above EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X_____ _____ _____
Parent or Guardian Signature Date Emergency Phone Number