



## **Sea Kayaking, Canoeing and Stand Up Paddle Boarding (SUP) Assumption of Risk**

We are proud of our excellent safety record, which spans over 40 combined years of professional experience teaching sea kayaking, canoeing and stand up paddle boarding (SUP). We are required to inform participants and their parents/guardians of the potential for injury. Occasionally, participants in our programs have experienced minor bumps, bruises or scrapes. Please contact us if you have any questions about our kayak, canoe or SUP programs.

**Warning:** Sea kayaking, canoeing and SUP are active outdoor adventures that carry risks. Please understand that reasonable steps have been taken to manage the risks of sea kayaking, canoeing and SUP, including inspections of equipment and determining competencies of paddlers; however, accidents can happen.

Among the risks of sea kayaking, canoeing and SUPs are the following: equipment failure; falls, collisions with other individuals, equipment, boats, SUPs or other objects, or being hit by other participants, boats or SUPs; abrasions from the shoreline, paddles, boats or SUPs; paddling beyond one's competency; the negligence of other paddlers, spectators, or other persons present; collisions with persons, equipment and other items in the vicinity of the kayaking, canoeing and SUP site. Associated risks include hypothermia, cold water immersion shock, drowning and others usually associated with such travel, as well as environmental risks. Environmental risks may include cold weather, deep and/or cold water, wind, waves, rock fall and other unpredictable forces of nature.

These, and other risks not described, could result in physical harm, including strains, sprains, contusions, abrasions and cuts, broken bones, emotional injury, paralysis, death, or other damage to paddlers, other participants, property, and to third parties.

**Assumption of Risk:** I understand that that sea kayaking, canoeing and SUP are potentially hazardous activities and such risks cannot be eliminated without diminishing the essential qualities of the paddling activity. I understand that the staff, and others assisting the staff have difficult jobs to perform. They seek to effectively manage the risks of the activity and the environment, but they are not infallible. By participating, I freely agree to assume all liability and risk for any damage that may arise out of my participation.

**Agreement for Use of Photographs, Artwork, and Name:** From time to time photographs, videos, and/or audio clips may be taken of youth and adults engaging in Positive Energy for Youth programs and activities. Positive Energy for Youth requests the right to use all photos, videos, and/or audio clips taken of youth and adults, programs and activities. These may be used for promotional brochures, promotions or showcase of programs on our web sites, showcase of activities in local newspapers, and other not-for-profit purposes.

I as a Participant (adult or minor), and parent or guardian of a minor participant, expressly accept and assume all risks associated with enrollment or participation in the climbing and associated activities, whether or not described above, and inherent or otherwise.

### **Agreements of Release and Indemnity (for Adult Paddlers and Parents of Minor Paddlers Only)**

If I am an adult paddler, or Parent of a minor paddler (for myself and on behalf of the minor for whom I sign), I agree as follows:

a) I assume all financial responsibility for any injury or damage incurred by or caused by me (or by the child for whom I sign) in any way related to the paddling and associated activities. I agree, on behalf of myself, the minor child for whom I sign, members of my family, heirs, assigns, personal representatives and my estate to release, discharge, indemnify and hold harmless Positive Energy for Youth (Positive Energy Outdoors), its board, employees and volunteers assisting in the paddling activities ("Released Parties") from any and all claims, by whomever they may be brought, and including claims of negligence, which are in any way connected with my or the child's enrollment or participation in the paddling and associated activities.

b) I acknowledge that this agreement shall be governed by and construed in accordance with the substantive laws of the state of Minnesota (but not those laws which may apply the laws of another State). Any suit or action filed by any party to enforce this agreement or otherwise with respect to the subject matter of this agreement shall be filed in St. Louis County in the state of Minnesota. If any provision of this agreement is found by a court of law to be invalid or unenforceable in any respect for any reason, the validity and enforceability of the remaining provisions of this agreement shall not be affected.

I HAVE READ HIS DOCUMENT CAREFULLY, AND UNDERSTAND THAT BY SIGNING IT I SURRENDER CERTAIN RIGHTS FOR MYSELF AS A PARTICIPANT (ADULT OR MINOR), AS PARENT OR GUARDIAN OF A MINOR PARTICIPANT, AND FOR THE CHILD FOR WHOM I SIGN.

MY SIGNATURE BELOW ACKNOWLEDGES THAT I AGREE TO BE BOUND BY ALL TERMS CONTAINED HEREIN TO THE MAXIMUM EXTENT ALLOWED BY LAW. IF I AM A MINOR AT THE TIME OF SIGNING AND BECOME AN ADULT DURING THE PERIOD OF THIS DOCUMENT'S APPLICATION, MY CONTINUED PARTICIPATION IN THE PADDLING ACTIVITIES WILL CONFIRM AND RATIFY MY AGREEMENT TO ALL THE TERMS OF THIS AGREEMENT, AS THOUGH I WERE AN ADULT AT THE TIME OF SIGNING BELOW.

**Parent or Guardian:** I the undersigned, as parent or guardian, state and represent that I have read this agreement, understand its terms, and as parent or guardian, I execute it voluntarily and with full knowledge of its significance do so on behalf of the person(s) named below.

Participant Name(s): \_\_\_\_\_

**Signature of Parent/Guardian required for participants under age 18.**

**Participant or Parent/Guardian Signature(s):** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

DATE: \_\_\_\_\_

**Emergency contact:**

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Phone number(s) \_\_\_\_\_

Are you under a physicians care or do you have any medical conditions that may affect your participation? If yes, please describe:

Please note: consult a physician before participating in kayaking/SUP activities if you have unmanaged diabetes, seizures or epilepsy; have cardiovascular disease including high blood pressure; a neck or back condition, are pregnant or postpartum.