

Agreement, Release and Acknowledgement of Risk

In consideration of the services of the Patuxent Adventure Center, Rentals and Patuxent Adventure Center Inc., owners, participants, employees and all other persons or entities acting in any capacity on their behalf (hereafter collectively referred to as Patuxent Adventure Center); I hereby agree to release and discharge Patuxent Adventure Center Rentals on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

I acknowledge that Kayaking and Biking entail known and unanticipated risk, which could result in physical, or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risk simply cannot be eliminated without jeopardizing qualities of the activity.

The risks include but not limited to; falling off the kayak, hitting an object in the water, being hit by a boat, falling in the water, drowning, unpredicted and unforeseen weather, falling off a bike, vehicular traffic, being struck by a car and all other unforeseeable hazards and risks.

Furthermore, the Patuxent Adventure Center guides have a difficult job to perform. They seek to provide the greatest degree of safety but are not infallible. They may be unaware of participant's limitations or abilities. They may misjudge the weather, the elements, or the terrain. They may give inadequate warning or instructions and the equipment being used may malfunction. I expressly agree to promise to accept all the risks existing in the activity. My participation in this activity is purely voluntary, and if I elect to participate in spite of the risks. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Patuxent Adventure Center from any claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of the Patuxent Adventure Center, equipment or facilities or facilities used by the Patuxent Adventure Center or anyone acting on their behalf, be required to incur should the Patuxent Adventure Center, including any such claims which allege negligent acts or omission of Patuxent Adventure Center.

Should the Patuxent Adventure Center or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. All hearings shall take place in Calvert County.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity or else I will and am willing to assume all and bear the cost of all risks that may be created, directly or indirectly by any such condition.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against the Patuxent Adventure Center on the basis of any claim which I have released the herein. I have had sufficient time to read this entire document. I have read and understood it, and agree to be bound by its terms. I testify that I am signing this in good mental condition and am not under the influence of any substance.

*Signature: _____

*If under the age of 18 Parent/Guardian Signature

Print Name: _____ Emergency Contact Name: _____

Phone #: _____ Emergency Contact #: _____

Date: ____/____/____

Email: _____ Join our Email list? [YES] [NO]

If taking equipment OFF SITE:

Driver's License #: _____