

# INDOOR SUMMITS POOL KAYAK RELEASE AND HOLD HARMLESS

Indoor Summits Activity: \_\_\_\_\_

Dates of Activity: \_\_\_\_\_

**THIS IS A LEGAL DOCUMENT, WHICH INCLUDES A RELEASE OF LIABILITY. READ IT CAREFULLY BEFORE SIGNING.**

**Please complete all gray boxes**

- I understand and accept that the Indoor Summits Activity noted above exposes me to many risks. Some of the risks, which may be present or occur include, but are not limited to:
  - The hazards of traveling in a canoe, or kayak in rough water conditions;
  - Water hazards including boulders, trees, coral, shells, seaweed, and other obstacles, surf, swells, chop, tides, rip currents, tide rips, whirlpools, and other water formations, swimming or floating in unfamiliar and sometimes turbulent water;
  - Using paddles, ropes, and other paddling equipment;
  - Man-made objects in the water including but not limited to other boats, ropes, cables, buoys, bridge or wharf pilings and metal junk;
  - Carrying canoes or sea kayaks and other river equipment;
  - Traveling in terrain that may be inaccessible to emergency vehicles
- I understand that this activity may subject me to rigorous physical exertion. I hereby state that I am in sufficient physical condition to accept rigorous level of physical activity.

### **Contraindications for Participation**

Physician approval is required for participation for participants with any of these contraindications:

- High Blood Pressure (>145/90)
- Unstable cardiovascular or respiratory condition
- Active back or joint problems (recent or recurring injuries)
- Post-partum (<6 weeks since giving birth)
- Uncontrolled diabetes, epilepsy or seizures

### **PARTICIPANT AGREEMENTS AND REPRESENTATIONS**

3. I am aware that participation in the above program exposes me to many risks of injury. While there have been few accidents involved with these activities activities, one must be aware that injuries can occur including but not limited to, death, serious neck and spinal injuries, which may result in complete or partial paralysis, brain damage, serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the muscular skeletal system, and serious injury or impairment to other aspects of my body, general health and well-being. I understand that the dangers and risks of participating in the above activities may result not only in serious injury, but in a serious impairment of my future ability to earn a living, to engage in other business, social and recreational activities, and generally to enjoy life.

I agree to follow the rules and safety procedures established for the activities, and to obey Indoor Summits staff supervising these activities. The entire responsibility for safety is not the leaders. I, too, have a responsibility. For my own safe participation, and that of my fellow participants, I must call to the attention of the leader any situation, which I perceive to be a potential danger to fellow participants or myself. This would include, but should not be limited to: equipment that has broken or is in need of repair, when I am not feeling well or am unduly fatigued, or when I have unusual difficulty in performing a skill.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

### **PARENT'S CONSENT**

I am the parent or legal guardian of the participant whose signature appears above. I have had the opportunity to discuss the foregoing with my child/ward. He/she understands Items 1- 3 above. I concur in my child's representations and agreements therein, and I consent to his/her participation in the programs(s).

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

4. IN CONSIDERATION OF AND AS PART PAYMENT FOR THE OPPORTUNITY TO PARTICIPATE IN THIS ACTIVITY, I HAVE AND DO HEREBY RELEASE AND WILL HOLD HARMLESS INDOOR SUMMITS INC. AND ALL ITS OFFICERS, EMPLOYEES AND AGENTS, FROM ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTION, DEBTS, CLAIMS AND DEMANDS OF EVERY KIND AND NATURE WHATSOEVER, AND SPECIFICALLY INCLUDING ANY CLAIM FOR NEGLIGENCE OR NEGLIGENT ACTS, WHICH I NOW HAVE OR WHICH MAY ARISE OUT OF OR IN CONNECTION WITH MY TRIP OR PARTICIPATION IN THIS ACTIVITY. THIS RELEASE SHALL NOT INCLUDE CLAIMS BASED ON THE INTENTIONAL, RECKLESS OR WILLFUL MISCONDUCT OF INDOOR SUMMITS OFFICERS, EMPLOYEES OR AGENTS. THE TERMS HEREOF SHALL SERVE AS A RELEASE, INDEMNIFICATION, AND ASSUMPTION OF RISK FOR MY HEIRS, EXECUTORS, AND ADMINISTRATORS AND FOR ALL MEMBERS OF MY FAMILY, INCLUDING ANY MINORS ACCOMPANYING ME.

Signature of Participant or Parent / Guardian	Printed Name	Date
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### MEDICAL RELEASE

In the event reasonable attempts to contact (**emergency contact**) \_\_\_\_\_ at, (**emergency phone number**)(\_\_\_\_) \_\_\_\_\_ have been unsuccessful, I hereby give my consent for (1) the administration of any treatment of my child/self as deemed necessary by \_\_\_\_\_ (preferred physician and his/her phone number) or in the event the designated preferred practitioner is not available, by another licensed physician or dentist; and (2) the transfer of the child/self to \_\_\_\_\_ (preferred hospital) or any hospital reasonably accessible. This authorization does not cover major surgery unless the medical opinion of two other licensed physicians or dentists, concurring in the necessity for such surgery are obtained before surgery is performed.

Signature of Participant or Parent / Guardian	Printed Name	Date
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Do you or your child have any health conditions that could effect you're his/her participation in this program or that the staff should be aware of? (Recent injuries, allergic to bee stings, on medications, etc.) Yes\_ No \_ if yes, please explain:

5. Prior to signing this document, I have had an adequate opportunity to read and understand it, have had an opportunity to ask questions about it, and any questions I have had have been answered to my satisfaction.

Participants Signature _____	Date _____
Name (Print Clearly) _____	Address _____
City _____	State _____ Zip code _____ Phone _____
E-mail _____	my date of birth is _____ (month/date/year)

<b>Photo Release signature</b>
I give permission to be photographed and permission for the photograph to be published by Indoor Summits Inc. for promotional material.

