BAYOU KAYAKS WAIVER AND RELEASE OF LIABILITY (Read before signing) DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In consideration of being permitted to participate in kayaking, canoeing, paddleboarding, and similar activities (“Paddling”) with Bayou Kayaks LLC (“BK”), I for myself, my personal representatives, assigns and heirs, or the minor whom I am signing on behalf of:

1. I acknowledge, agree, and represent that I understand the nature and risk of Paddling and that I am qualified, in good health, in proper physical condition to participate in such activity and willingly agree to comply with the instructions and direction of BK. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately notify the nearest BK employee and will discontinue further Paddling.

2. I fully understand that: (a) Paddling activities involve risks and dangers of damage to personal property and serious bodily injury, including drowning, 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. I hereby release, discharge, and covenant not to sue BK, its affiliated clubs, employees, agents, members, volunteers, 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 the property, or other damages on my account caused or alleged to be caused in while or in party by the negligence of the “Releasees” or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes a claim against any of the releasees, I will indemnify, save, and hold harmless each of the releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

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 and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

I also acknowledge that I am responsible for any equipment that I rent from BK and that I can be charged market value to replace the item(s)/equipment that is lost, broken, or not returned. (printed and signed if signing for Minor)

NAME (PRINTED) Signature Emergency Contact (NAME & PHONE)

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