

MECKLENBURG COUNTY PARK & RECREATION
Liability Waiver and
Release and Indemnification Agreement
For Water Based Programs

For good and valuable consideration, including the opportunity extended to me by Mecklenburg County through its Park and Recreation Department to engage in one of the Department's following Water Based Programs, including but not limited to:

Canoeing
Geocaching & Kayaking
Kayaking
Sunset Canoeing & Kayaking
Stand Up Paddleboards
Stand Up Yoga
Kayak Fishing
River Snorkeling

(hereinafter each being referred to as "Program" or collectively as "Programs")

I do hereby unconditionally assume the entire responsibility and liability for personal injuries or death sustained, or alleged to have been sustained, by myself or third parties in connection with, arising out of, or as a result of my acts, actions, activities and/or omissions while engaged in any of these Programs. In connection with the foregoing assumption of liability, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS Mecklenburg County and its officers, agents, employees, guides, contractors, sponsors, and other representatives (the "Releasees") from any and all losses, claims, suits, causes of actions, damages, fines, penalties, costs, liabilities and expenses (including, but not limited to, reasonable attorney fees and other costs and expenses of defending against any of the foregoing) arising, directly or indirectly, out of my acts, actions, activities and/or omissions, or those of others, while engaged in any of these Programs.

I understand and accept that engaging in any of the Programs listed above offered by the Mecklenburg County Park and Recreation Department expose me to many hazards, including, but not limited to the following:

Contusions
Dehydration
Drowning
Heat Exhaustion/Heat Stroke
Hypothermia/Hyperthermia
Insect stings/bites
Paddle/boat accidents (impact injuries)
Snake bite (including poisonous snake bites)
Sprains/strains
Sun Burn

I choose to participate in one of these Program activities in spite of these and similar risks and hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of my participation in any of these Programs.

(Check yes or no) YES ____ No ____ I hereby grant permission to Mecklenburg County, North Carolina, and its employees, agents, and assignees, the right to photograph myself or my child or use my or their picture for purposes of advertising, publicity, trade, or otherwise, as still photographs, transparencies, motion pictures, television, web images, or other media or means of reproduction, transmission, or exhibition. I release Mecklenburg County, its employees, agents, associates, successors, and assignees from any and all claims for damages or compensation for any claims based on the use or sale of said materials. I hereby waive the right to inspect, approve, or edit said material.

I agree to listen, understand and follow all instructions and warnings from the instructor during the Program. I understand that following the instructions and warnings of the instructor reduces, but does not eliminate, the risk of injury.

I also understand that if at any point I feel that I am incapable of participating in any of these Programs or following the instructions I have seen and heard, it is MY responsibility to end my participation in the Program. Additionally, if I observe any unusual significant hazard during my participation, I will remove myself from participation and bring such to the attention of the nearest instructor immediately.

After having contemplated the above, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others and assume full responsibility for my participation.

_____ *I consent to emergency medical treatment in the event I suffer any injury and/or illness while participating in the Program. I understand and accept that any medical costs incurred with respect to such medical treatment will be my responsibility.*

_____ *I certify that I am not under the influence of alcohol or drugs.*

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS DOCUMENT IS AN ASSUMPTION OF RISK, WAIVER AND A RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY. I ALSO UNDERSTAND THAT I SHOULD NOT AND MAY NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.

DATE: _____

Signature of Participant

Print Name

Signature of Parent/Guardian
if Participant is under 18 years of age

Print Name

Signature witnessed by: _____