

## **Liability and Publicity Waiver**

Please read this document carefully and understand all of its terms and conditions. This document may not be modified in any way without written authorized approval. In order to participate in the 7th annual Wilderness Wind Paddle-a-thon, you must agree to the terms and conditions and indicate such by your signature and initials where required.

### **Liability:**

1) I, the undersigned, in exchange for full consideration in the form of a grant of my right of participation in the 7th annual Wilderness Wind Paddle-a-thon do hereby assume full risk and responsibility relating to my personal safety and relating to any equipment I may use in connection with the 7th annual Wilderness Wind Paddle-a-thon. I understand and agree that the representatives, directors, officers, agent, assigns, employees and personnel of the 7th annual Wilderness Wind Paddle-a-thon, and of Wilderness Wind, Inc. are in no way to be held responsible for accidents, damage or injury to property or to myself from any cause, including, but not limited to, poor weather conditions, dangers arising from wilderness travel (known and unknown), rugged terrain, encountering wildlife, attempts to render assistance, and equipment failure during or related to any act or activity, including transportation to and from the 7th annual Wilderness Wind Paddle-a-thon. I agree to release and indemnify and hold harmless the representative, directors, officers, agents, assigns, employees and personnel of the 7th annual Wilderness Wind Paddle-a-thon, and Wilderness Wind, Inc. in connection with any such matters.

I understand that it shall be my sole responsibility to evaluate weather, wind, lake and fire conditions and to determine whether it is safe for me to participate in the 7th annual Wilderness Wind Paddle-a-thon.

I understand that it shall be my sole responsibility to care for all Wilderness Wind equipment used for the 7<sup>th</sup> annual Wilderness Wind Paddle-a-thon and that it is my responsibility to pay for any damage or loss of this equipment.

I hereby warrant that I am physically fit, am a skilled swimmer, and capable of participating in the 7th annual Wilderness Wind Paddle-a-thon. I further warrant that if I use my equipment that it is properly equipped and capable of withstanding the 7th annual Wilderness Wind Paddle-a-thon.

If assistance is provided to me by the 7th annual Wilderness Wind Paddle-a-thon I agree to assume full risk and responsibility for any damage, expense or injury resulting there from.

I am fully aware and understand that Wilderness Wind does not have on or about the premises, or employ or contract any medical services, provisions for ordinary or emergency medical services.

I further agree to release, and indemnify and hold harmless, the representatives, directors, officers, agents, assigns, employees and personnel of the 7th annual Wilderness Wind Paddle-a-thon, and of Wilderness Wind Inc. against any claim for damages, compensation, or otherwise arising from my participation in the 7th annual Wilderness Wind Paddle-a-thon, including any claims by me or my representative in connection with any personal injury to me and any claim by any other person in connection with any personal injury that I may cause, including attorney's fees incurred in connection with the defense of any action, and to reimburse or make good any loss, damages, or costs that the 7th annual Wilderness Wind Paddle-a-thon, and Wilderness Wind, Inc. may have to pay if any litigation arises on account of any claims made in connection with my participation in the 7th annual Wilderness Wind Paddle-a-thon.

2) I understand that the responsibility of wearing a USCG Approved Personal Floatation Device (PFD), otherwise known as a life jacket, rests solely on me. I agree that the decision to wear a PFD is mine alone and made freely and voluntarily. I hereby acknowledge awareness and understanding that PFDs are recommended for participation in the 7th annual Wilderness Wind Paddle-a-thon.

I hereby acknowledge my understanding acceptance of the preceding clause by initially here:  
X \_\_\_\_\_

**Publicity**

I, the undersigned, do hereby grant the use of any photos, drawings, video or audio recordings or images taken of me in connection with the 7th annual Wilderness Wind Paddle-a-thon, for the purpose of promoting or publicizing or future events.

BY MY SIGNATURE HERE I DO RECOGNIZE, UNDERSTAND, AND AGREE TO ALL THE ABOVE. I FURTHER UNDERSTAND THAT MY SIGNATURE REFLECTS AN EXCHANGE FOR FULL CONSIDERATION IN THE FORM OF ACCEPTANCE OF A GRANT OF A RIGHT TO PARTICIPATE IN the 7th annual Wilderness Wind Paddle-a-thon.

I hereby acknowledge that all the above language applies to the 7th annual Wilderness Wind Paddle-a-thon held in August 2010

Signature: \_\_\_\_\_

Name: (print)\_\_\_\_\_

Date: \_\_\_\_\_

**For parents/guardians of participant of minor age (under age 18 at the time of registration)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above.

Signature of Parent/Guardian \_\_\_\_\_

Date: \_\_\_\_\_

Emergency contact number (s): \_\_\_\_\_