

PARTICIPANT AGREEMENT AND RELEASE OF LIABILITY

EXECUTION OF THIS DOCUMENT INVOLVES THE RELINQUISHMENT OF CERTAIN LEGAL RIGHTS. PLEASE READ CAREFULLY BEFORE SIGNING THIS DOCUMENT.

As used herein, "FCCA" means First Colony Community Association, Inc., its officers, directors, employees and agents.

For and in consideration of being allowed to participate in the First Colony kayak program, its related events and activities, I, _____, the undersigned, acknowledge and agree as follows:

1. The kayak program is a boating activity involving the use of a single or tandem kayak. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death; while particular skills, equipment, and personal discipline may reduce this risk, the potential of serious injury always exists. I fully understand and agree that these activities have inherent risks, dangers and hazards and that my participation in such activities and/or use of such equipment may result in injury including, but not limited to, bodily injury, strains, fractures, partial and/or total paralysis, death or other ailments that could result in serious disability.

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS RELATED TO THE KAYAK PROGRAM, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE FCCA OR OTHERS, AND I ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.

3. I willingly agree to comply with the published terms and conditions for participation in the kayak program. If I observe any unusual risk during my participation, such as, by way of example and not in limitation, inclement weather, I will cease participation and, if appropriate, immediately notify FCCA of the observed risk.

4. I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY RELEASE, INDEMNIFY, AND HOLD FCCA HARMLESS AND, IF APPLICABLE, THE OWNERS AND LESSORS OF PREMISES USED FOR THE ACTIVITY, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY ASSOCIATED WITH MY PARTICIPATION, INCLUDING CLAIMS ARISING FROM THE NEGLIGENCE OF ANY PARTY HEREBY INDEMNIFIED, TO THE FULLEST EXTENT PERMITTED BY LAW.

5. I confirm that I am physically capable and fit to participate in this activity and I have no medical conditions or needs that would render my participation to be ill-advised or inappropriate. I confirm that I am twenty-one (21) years of age or older. (Younger participants must have a parent or guardian read and sign a separate document.) I have been advised that I must wear an approved personal flotation device at all times while on the water; that at no time during my participation shall I be under the influence of alcohol or any drug that may impair my judgment, whether or not a prescribed medication; and that I will not carry, use or consume any alcoholic beverage or drug during my participation in the kayak program.

6. I agree that FCCA shall have my permission and consent to address and treat medical conditions and emergencies as deemed appropriate; that I agree to pay any charges for First Colony- Kayak Program - Participant Agreement and Release of Liability

such medical treatment, including related transportation; and that I will indemnify and hold FCCA harmless from and against any and all claims related to such medical treatment.

7. I agree to reimburse FCCA for the replacement cost of any equipment provided to me for participation in the kayak program that is lost during the period in which I am responsible for the equipment. I agree to reimburse FCCA for the cost to repair any equipment provided to me for participation in the kayak program that is damaged during the period in which I am responsible for the equipment, regardless of the cause of the damage. I agree that FCCA shall not be responsible for any lost items of my personal property, regardless of the reason or cause of such loss.

I CERTIFY THAT I HAVE READ THIS AGREEMENT IN ITS ENTIRETY, THAT I FULLY UNDERSTAND ITS TERMS, THAT I UNDERSTAND THAT I AM RELINQUISHING SUBSTANTIAL RIGHTS, AND THAT I AM EXECUTING THIS AGREEMENT FREELY, VOLUNTARILY AND WITHOUT ANY INDUCEMENT.

Participant's Signature: _____

Age: _____ Date Signed : _____

Name (printed): _____

Address: _____

I DO or DO NOT (please circle one) permit the use of any photos, slides, films or sketches taken during the day's activities for publicity, advertising, promotion or other commercial purposes.

For participants that are minors:

PARENT/GUARDIAN PERMISSION FORM
PARTICIPANT AGREEMENT AND WAIVER OF CLAIMS

EXECUTION OF THIS DOCUMENT INVOLVES THE RELINQUISHMENT OF CERTAIN LEGAL RIGHTS. PLEASE READ CAREFULLY BEFORE SIGNING THIS DOCUMENT.

I hereby grant permission for my child _____, age _____, to participate in the First Colony kayaking program on (date) _____.
I hereby agree as follows:

1. I, AS PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THIS PARTICIPANT, FOR MYSELF, MY CHILD AND OUR HEIRS, ASSIGNS, AND NEXT OF KIN, DO HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD FCCA HARMLESS, FROM AND AGAINST ANY AND ALL LIABILITIES IN ANY MANNER RELATED TO MY MINOR CHILD'S INVOLVEMENT OR PARTICIPATION IN THIS PROGRAM, EVEN IF ARISING FROM THE NEGLIGENCE OF A PARTY HEREBY INDEMNIFIED, TO THE FULLEST EXTENT PERMITTED BY LAW.

2. I fully understand and acknowledge that a) risks and dangers exist in my child's use of kayaking equipment and my child's participation in kayaking or related activities; b) my child's participation in such activities and/or use of such equipment may result in injury or death, or damage to personal property c) these risks and dangers may be caused by other participants, or by accidents, or by the unpredictable forces of nature or other causes and d) I hereby accept and assume these risks and dangers.

3. I have been advised that my child must wear an approved personal flotation device at all times while on the water. I affirm that my child will not be under the influence of alcohol or any drug, and will not carry, use or consume any alcohol or drug during his/her scheduled activities.

4. My child is in good health. I understand that strenuous physical exertion may be required and my child has no known physical disabilities or health problems which will present any risk to his/her participation in the activities or render my child's participation to be ill-advised or inappropriate. This agreement shall be binding on my heirs, successors, assigns, administrators and executors.

5. I further agree that FCCA shall have my permission and consent to address and treat medical conditions and emergencies as they deem appropriate; that I agree to pay any charges for such medical treatment, including related transportation; and that I will indemnify and hold FCCA harmless from and against any and all claims related to such medical treatment.

I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I GRANT PERMISSION FOR MY CHILD TO PARTICIPATE IN THE FIRST COLONY KAYAKING PROGRAM, AND THAT I ASSUME AND ACCEPT ALL RISKS ASSOCIATED THEREWITH. IT IS MY INTENTION TO RELIEVE FCCA FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH IN ANY MANNER RELATED TO MY CHILD'S PARTICIPATION IN THE KAYAKING PROGRAM, REGARDLESS OF CAUSE.

Parent's Signature: _____

Parent's Name (printed): _____

Address: _____

Child's Name (printed): _____ Age _____

Date _____

I DO or DO NOT (please circle one) permit the use of any photos, slides, films or sketches taken during the day's activities for publicity, advertising, promotion or other commercial purposes.