

# **Lakeshore Adventures Inc Kayak Tours**

## **Participant Agreement including Assumption of Risks and Agreement of Release and Indemnification**

**This form must be read, understood, and signed by each Participant. This form must also be signed by a parent or legal guardian (referred to as Parent) for the minor Participant (a person under the age of 18). No applicant may participate in a Kayak Tour unless these signatures are provided. If parent is also a participant, the parent signs for himself or herself.** The parties to this agreement are Lakeshore Adventures Inc doing business as Lakeshore Adventures Inc (Provider) and the persons signing below (Participant).

**Description of Kayak Tours:** The Lakeshore Adventures activities provide opportunities for adventure recreation and environmental education. The Kayaking Tour includes kayaking open water, negotiating unexpected weather changes, navigating rocky shorelines, entering and exiting an unstable floating kayak, paddling, steering and other related activities. Kayaks are individual or tandem configuration and will require balance, endurance and good health to operate safely. Participants may be challenged with the difficulties of winds and waves. Tour groups will generally be limited to 24 participants accompanied by two guides. The tours will be led by a guide trained to lead participants towards their desired recreational and educational outcomes. All equipment will be fitted and checked by the staff, progress throughout the tour will be closely monitored and all equipment transfers will be performed by the guides. Participants must be reasonably fit and able to complete the paddle orientation training before entering the water.

**Medical Concerns:** Lakeshore Adventures Kayak Tours are designed for use by participants of average mobility and strength who are in reasonably good health. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, arthritis, tendonitis, or other joint and muscular-skeletal problems may impair the safety and well being of participants on the course; as might other medical, physical, psychological and psychiatric problems. All such conditions may increase the inherent risks of the experience and cause the Participant to be a danger to themselves or others. Participants with underlying medical problems that put them at greater risk of injury or illness during a Kayak Tour must carefully consider those risks before choosing to participate, and must fully inform the tour staff, in writing, prior to the beginning of the tour. Provider reserves the right to exclude any applicant from participation, for medical, safety, or any other reasons.

**Inherent and Other Risks:** Serious injuries are uncommon in Kayak Tours but the risk of injury or death certainly exists, by reason of drowning, hypothermia, boating accidents, contact with other participants and fixed objects, and or moving about or being transported on the grounds on which the activities are initiated and conducted. A number of risks are inherent to the activities. These are risks that cannot be eliminated without changing the essential nature and educational value of the experience. The emotional risks range from unwelcome or inadvertent touching, simple hurt feelings to panic and psychological trauma (such as fear of deep water). The physical risks range from small scrapes and bruises to bites and stings, broken bones, sprains, neurological damage, and in extraordinary cases, even death. The properties on which the tours are located include hilly, rocky, sandy and wooded terrain, ravines and animals which may bite or sting. Injuries may be a natural consequence of the activities undertaken, as a result of the environmental hazards (including terrain and weather), a result of errors in judgment or other negligence of staff or participants, or otherwise: and may occur in spite of the reasonable efforts of staff to prevent them. In all cases, these inherent risks, and other risks which may not be inherent, whether or not described above must be accepted by those who choose to participate.

**Lakeshore Adventures Inc**  
**8113 Hwy 57, Baileys Harbor, WI 54202**  
**Ph: (920) 839-2055**

# Lakeshore Adventures Inc **Kayak Tours Participant Agreement including Assumption of Risks and Agreement of Release and Indemnification**

In consideration of the Kayak Tour which I have contracted for with Provider, I (we), the undersigned Participant(s) and the Parent or Legal Guardian of a minor Participant (for himself or herself and on behalf of the minor participant), agree as follows:

**INITIAL EACH ITEM BELOW** confirming both parent/guardian and minor have read, understand and agree to each statement.

\_\_\_\_ / \_\_\_\_ **1.** I understand the nature of the activities that I will engage in as described above. I understand there are risks of injury and death associated with these activities. I acknowledge and voluntarily assume the risks of illness, injury, and death associated with these activities, inherent and otherwise, and whether or not described above, including those which may result from the negligent acts or omissions of other participants or staff.

\_\_\_\_ / \_\_\_\_ **2.** I hereby release, indemnify, and hold harmless Provider, its owners, agents, and employees, and the owner or owners of the property on which the tour is conducted (the Released Parties) from, and agree not to sue them for, any liability for causes of action, claims and demands of any kind and nature whatsoever that may arise out of or relate in any way to my enrollment or participation in Provider's programs. The claims hereby released and indemnified include, among others, claims of other participants and of members of Participant's family and claims of negligence of a released party, but not the claims of gross negligence or willful injury.

\_\_\_\_ / \_\_\_\_ **3.** I accept responsibility for any expenses that may be incurred for any illness or injury that may result from my, or my minor child's enrollment or participation in Provider's programs, including the costs of evacuation, hospitalization, and medical treatment and any sums payable to anyone by reason of any injury or loss of life that I may sustain through my participation in Provider's programs.

\_\_\_\_ / \_\_\_\_ **4.** I am physically able to safely complete the Kayak Tour. My participation in this activity is purely voluntary, no one is forcing me to participate, and I have elected to participate in spite of the risks. I have no history of illness or injury, I am not pregnant, **and I am not currently using any substance, medicine, drug or alcohol, which may hinder my ability (or that of my participating minor child) to participate on any Kayak Tour.** I understand that Provider may refuse participation in its Kayak Tour to any person that its owners, agents, or employees deem a hazard to themselves or to others. Provider may alter its published or announced requirements for participation in its Kayak Tour and for use of its property at any time and for any reasons that it may deem appropriate.

\_\_\_\_ / \_\_\_\_ **5.** I am the parent or legal guardian of the minor child whose signature appears on this release form. I have discussed the terms of the above Agreement with my child and am assured by my child that he or she understands the agreement and has freely accepted the terms. I agree that the minor child has my consent to participate in the Kayak Tour. My signature below reflects my agreement to fully release the Released Parties, as provided above, from any claim which I may have, and, to the fullest extent allowed by law, to release such persons on behalf of my child, for any claim the child/children may have. **I further provide my consent for the Provider to seek emergency treatment for the minor if necessary and agree to accept financial responsibility for the costs related to this emergency treatment.**

I agree that should any part of this Agreement be judged invalid by a court with proper jurisdiction that all other parts not so judged shall nevertheless remain valid and in effect. Provider reserves the right to use voice, video or other photographic images of Participant for future marketing, educational, or other purpose, and Participant (and Parent or legal guardian) hereby consent to such use, without compensation. The laws of the State of Wisconsin shall govern in this agreement and that the courts with jurisdiction in Door County shall have jurisdiction in any dispute that may arise between Participant and Provider. I have read, fully understand, and hereby agree to the terms of this agreement, voluntarily and with knowledge of the activities and their risks. I acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representatives, and estates.

PLEASE PRINT. Participant completes the information and signs.

**Participant's Name:** \_\_\_\_\_ **Birthdate:** \_\_\_\_\_ **Height:** \_\_\_\_\_ **Weight:** \_\_\_\_\_ lbs.

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Cellphone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Medical Conditions:** \_\_\_\_\_

**Participant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent/Guardian (of Above Minor) Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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