

Austin Outrigger Canoe Club

Participant Agreement, Release and Acknowledgement of Risk

In consideration of the services of Austin Outrigger Canoe Club, (your name and/or club name:)

_____, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "A.O.C.C."), I hereby agree to release and discharge A.O.C.C. on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows;

1. I acknowledge that paddling an outrigger canoe entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risk simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risk include, among other things: boat capsize; tidal conditions and currents; travel to remote areas; collision with objects or other watercraft; prolonged exposure to cold water, hypothermia, accidental drowning; mental anguish or trauma, illness in remote areas; adverse weather conditions; exposure to sun, strong wind, cold, storms, large waves, eddies and whirlpools, and lighting; aggressive and /or poisonous marine life; wrist, arm, shoulder, and / or back injuries: and rapidly changing weather and water conditions. Furthermore A.O.C.C. Activity organizers have difficult jobs to perform. They seek safety, but are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risk.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless A.O.C.C. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of A.O.C.C. equipment or facilities, including any such Claims which allege negligent acts or omissions or A.O.C.C.

4. Should A.O.C.C. Or anyone acting on their behalf is required to incur attorney's fees and cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and cost.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly by such condition.

In the event that I file a lawsuit against A.O.C.C., I agree to do solely in the state of Texas, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules to that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against A.O.C.C. on the basis of any claim from which I have released them from herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and agree to be bound by its terms.

First Name (print): _____ Last Name (print): _____

Street: _____ City: _____ State: _____ Zip: _____

Signature of Participant: _____ Date: _____

Phone number: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name ("Minor")) Age: _____; being permitted by A.O.C.C. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless A.O.C.C. From any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent / Guardian (signature): _____

Name (print): _____ Date: _____

Witness (signature): _____

Name (print): _____ Date: _____