



Kayak, Canoe, Raft & SUP | Portland, OR

RELEASE OF LIABILITY, ASSUMPTION OF RISK AND PARTICIPANT AGREEMENT

In consideration of being allowed to participate in any way in the programs, related events and activities of Alder Creek Kayak Supply, Inc., dba Alder Creek Kayak and Canoe (hereinafter collectively referred to "ACKSI"),

I, _____, the undersigned acknowledge, appreciate, and agree that:

1. The risk of serious injury from activities involved in these programs, related events and activities is significant, including the potential for permanent paralysis and death. While particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF "ACKSI" OR OTHERS, and assume full responsibility for my participation. My participation in these programs, related events and activities is purely voluntary, and I elect to participate in spite of all risks; and,
3. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS "ACKSI", its officers, owners, officials, agents and/or employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers and, if applicable, owners and lessors of premises used for the program, related events and activities WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damaged person or property, WHETHER ARISING FROM THE NEGLIGENCE OF "ACKSI" OR OTHERS, to the fullest extent permitted by law.
4. I willingly agree to comply with the stated and customary terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of "ACKSI" immediately; and,
5. This release, assumption of risk and indemnity agreement includes claims based upon negligence, but it does not extend to claims where release may be prohibited by law. If any part of this agreement is declared to be unenforceable, then the remaining terms shall continue to be valid. Any indemnity shall include all costs and attorney's fees.
6. Photographic Release: Alder creek reserves the right to take photographic or film records of any "ACKSI" event or activity and to use these records for promotional or commercial purposes.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY, VOLUNTARILY AND WITHOUT ANY INDUCEMENT.

Signature of Participant: _____ Print Name: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ Date Signed: _____

Join Our Email List: _____

FOR PARENTS/GUARDIANS' OF PARTICIPANTS OF MINORITY AGE
(Under age 18 at 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 "ACKSI", and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless "ACKSI" from any and all liabilities incident to the minor child's involvement or participation in "ACKSI" programs, related events and activities, EVEN IF ARISING FROM THE OF "ACKSI", to the fullest extent permitted by law. In addition, I accept all conditions set forth in number 5 above.

Signature of Parent/Guardian: _____ Print Name: _____

Address: _____ Minors Age: _____

City, State and Zip Code _____ Date Signed: _____