

LIABILITY RELEASE

ASSUMPTION OF RISK, INDEMNITY AND WAIVER OF CLAIM AGREEMENT PLEASE READ CAREFULLY AND FILL IN ALL BLANKS BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.

_____ (initial) I acknowledge that canoeing and kayaking have inherent risks which may result in serious injury or death. By signing this release I acknowledge that in consideration of being allowed to participate in the Aquatic Explorers Scuba Diving Club (the "Club"), I hereby personally assume all of the risks, whether foreseen or unforeseen, that may befall me while participating in the Wappinger's Creek Water Derby or are in any way related to participation in the event which may include the risk of serious injury or death.

_____ (initial) I understand and agree that the club nor any of their affiliate or subsidiary corporations, nor any of their employees, officers, agents, contractors or assigns (hereinafter Released Parties) may be held liable or responsible in any way for any injury, death or other damages to me or my family, estate, heirs or assigns that may occur as a result of my participation in this event or as a result of the negligence of any party, including the Released Parties, whether passive or active. I, for myself, my heirs, executors, administrators, and representatives do hereby release, exempt, hold harmless, indemnify and covenant not to file any liability, loss, claim, demands and possible causes of action in any way resulting from or arising out of or in association with my participation in the fore-mentioned event whether arising from my negligence, gross negligence, or intentional conduct or the negligence, gross negligence or intentional conduct of any of the Released Parties. I understand and agree that I am not only giving up my right to sue the Released Parties, but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties. I further represent that I have the authority to do so and that my heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties.

_____ (initial) I understand that canoeing and kayaking are physically strenuous activities and that I will be exerting myself during these activities and that if I am injured as a result of heart attack, panic, hyperventilation, drowning, or any other cause whatsoever, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same. I acknowledge that if I am unsure of the health risks associated with canoeing or kayaking, I should contact a physician of my choice before participating in any fore-referenced activities. I further affirm that I will not hold the Released Parties responsible if I am injured as a result of heart, lung, ear or circulatory problems or any other illnesses that occur while canoeing/kayaking or that may be related to canoeing/kayaking. I am aware of the dangers of canoeing and kayaking and I will not hold the Released Parties responsible if I am injured doing so.

_____ (initial) I affirm I am in good mental and physical fitness and am not under the influence of alcohol or any drugs that are contraindicated to canoeing/kayaking. If I am taking medication, I affirm that I have seen a physician and have the physician's approval to canoe/kayak while under the influence of the medication/drugs. I understand that past or present medical conditions may be contraindicative to my participation in the referenced event. I further affirm that I have no history of seizures, dizziness or fainting, or a history of heart condition (e.g. cardiovascular disease, angina, heart attack).

_____ (initial) I will inspect all of my equipment prior to canoeing/kayaking and will notify the Released Parties or their employee/agent conducting the activities, if any of the equipment is not working properly. I will not hold the Released Parties responsible for my failure to inspect equipment prior to diving/snorkeling.

_____ (initial) I hereby represent that I will observe all applicable rules set forth by the Released Parties and that I will generally conduct myself in a safe and prudent manner. I understand that if I do not follow safety rules, my participation in the event will be immediately terminated.

_____ (initial) I agree that all claims for injury to person or property and/or death arising from my participation in the Wappinger's Creek Water Derby shall be governed by New York law and exclusive jurisdiction shall be in

Poughkeepsie District Court or in federal court for the District of New York.

_____(initial) I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian.

_____(initial) I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights.

_____(initial) I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS, AND AGREE TO BE LEGALLY BOUND HEREBY. I HAVE FREELY EXECUTED THIS RELEASE.

Participants Signature

Print Participants Name

Date

Guardians Signature

Print Guardians Name

Date