



Tampa Bay Sea Kayakers & Central Florida Chapter Paddlesport Risk Management LLC

c/- Jacka-Liquori Agency, Inc.

Annual Waiver & Release of Liability

Revised Feb 2014

AMATEUR ATHLETIC WAIVER AND RELEASE OF LIABILITY READ BEFORE SIGNING

In consideration of being allowed to participate in any way in this sports activity, related events and activities, the undersigned acknowledges, appreciates, and agrees that: The risk of injury from the activities involved in this sport is significant, including the potential for permanent paralysis and death; and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others and assume full responsibility for my participation; and, I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest official immediately; and, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS PADDLESPORT RISK MANAGEMENT, LLC, The Tampa Bay Sea Kayakers, Central Florida Chapter, Inc., their officers & directors, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, volunteers, coaches, steerers, and, if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I also acknowledge that photographs and video may be taken of me in my participation in, and attendance at this event, and hereby freely agree to allow without restriction all uses of such photos and videos in the reporting of this race, and/or in the promotion of this event, its location, other sporting events, sport in general, and/or related 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 AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

(Participant/Member Name: PLEASE PRINT)

Address _____

Signature: _____

Phone: _____ Date: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION) This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above, of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. I further agree to the photographic and video release set forth above.

Parent/Legal Guardian Name & Address: (PLEASE PRINT) _____

Address: _____ Emergency Contact # _____

Signature of Parent/Legal Guardian: _____ Date: _____

What You Need To Know

Kayaking can be physically and mentally demanding. Kayaking can involve significant risks and hazards. *Some* of these can be hypothermia, hyperthermia, sun stroke, joint or trauma injuries, poisonous snake and spider bites, stepping on stingrays, getting injured on oysters and rocks, alligator and shark attack, getting hit by lighting and even drowning. Injury, personal and property damage, to you and others, may occur while travelling to or from a kayaking activity. Accident or injury can also occur loading or unloading your kayak from vehicles or carrying your kayak or that of others.

Just as you voluntarily elect to be a Tampa Bay Sea Kayaker (TBSK) member, attend a TBSK event, you need to be aware that TBSK trip leaders are volunteers. They do not, in any way, claim to be professionals or otherwise licensed, certified, trained, etc. to provide any service. They do not claim to be professional outfitters nor are they trained in emergency medical procedures. While trip leaders are provided with Trip Leader orientation outlined in the TBSK Paddling Guide, the guidance is general in nature and not intended to be comprehensive. As a TBSK member **YOU** agreed to read the Paddling Guide posted on the TBSK website. You are responsible for rating your skills per the information in the Paddling Guide and *you will only go on TBSK paddles for which you have skills to ensure a safe paddle for yourself.* You agree and understand TBSK members or Trip leaders do not assess your skills.

Further you specifically acknowledge that:

Trip Leaders are volunteers who are not required to have any certification from the American Canoe Association (ACA), British Canoe Union (BCU) or any other recognized

paddling authority. Nor are they required to receive first aid instruction or provide first aid assistance. A paddler is always primarily responsible for his or her own safety.

The Paddling Guide, used as a part of trip leader orientation, is a compilation of lessons learned by our club's Trip Leaders and members. It contains practical tips and general guidelines to lead a trip. It is not intended to be a thorough, all inclusive manual for members or for training and safety. Therefore, it may not include some important safety issues. The Paddling Guide has not been reviewed by ACA, BCU or any other recognized paddling authority.