

Liability and Publicity Waiver

Please read this document carefully and understand all of its terms and conditions. This document may not be modified in any way without written authorized approval. In order to participate in the Wilderness Wind PaddleFest, you must agree to the terms and conditions and indicate such by your signature and initials where required.

Liability:

1) I, the undersigned, in exchange for full consideration in the form of a grant of my right of participation in the Wilderness Wind PaddleFest do hereby assume full risk and responsibility relating to my personal safety and relating to any equipment I may use in connection with the Wilderness Wind PaddleFest. I understand and agree that the representatives, directors, officers, agent, assigns, employees and personnel of the Wilderness Wind PaddleFest, and of Wilderness Wind, Inc. are in no way to be held responsible for accidents, damage or injury to property or to myself from any cause, including, but not limited to, poor weather conditions, dangers arising from wilderness travel (known and unknown), rugged terrain, encountering wildlife, attempts to render assistance, and equipment failure during or related to any act or activity, including transportation to and from the Wilderness Wind PaddleFest. I agree to release and indemnify and hold harmless the representative, directors, officers, agents, assigns, employees and personnel of the Wilderness Wind PaddleFest, and Wilderness Wind, Inc. in connection with any such matters.

I understand that it shall be my sole responsibility to evaluate weather, wind, lake and fire conditions and to determine whether it is safe for me to participate in the Wilderness Wind PaddleFest.

I understand that it shall be my sole responsibility to care for all Wilderness Wind equipment used for the Wilderness Wind PaddleFest and that it is my responsibility to pay for any damage or loss of this equipment.

I hereby warrant that I am physically fit, am a skilled swimmer, and capable of participating in the Wilderness Wind PaddleFest. I further warrant that if I use my own equipment, it is properly equipped and capable of withstanding the Wilderness Wind PaddleFest.

If assistance is provided to me by the Wilderness Wind PaddleFest I agree to assume full risk and responsibility for any damage, expense or injury resulting there from.

I am fully aware and understand that Wilderness Wind does not have on or about the premises, or employ or contract any medical services, provisions for ordinary or emergency medical services.

I further agree to release, and indemnify and hold harmless, the representatives, directors, officers, agents, assigns, employees and personnel of the Wilderness Wind PaddleFest, and of Wilderness Wind Inc. against any claim for damages, compensation, or otherwise arising from my participation in the Wilderness Wind PaddleFest, including any claims by me or my representative in connection with any personal injury to me and any claim by any other person in connection with any personal injury that I may cause, including attorney's fees incurred in connection with the defense of any action, and to reimburse or make good any loss, damages, or costs that the Wilderness Wind PaddleFest, and Wilderness Wind, Inc. may have to pay if any litigation arises on account of any claims made in connection with my participation in the Wilderness Wind PaddleFest.

2) I understand that the responsibility of wearing a USCG Approved Personal Floation Device (PFD), otherwise known as a life jacket, rests solely on me. I agree that the decision to wear a PFD is mine alone and made freely and voluntarily. I hereby acknowledge awareness and understanding that PFDs are recommended for participation in the Wilderness Wind PaddleFest, **and agree to abide by any determination by Wilderness Wind staff that water or weather conditions make use of PFD mandatory for participation in the event.**

I hereby acknowledge my understanding and acceptance of the preceding clause by **initialing here:** X _____

Publicity

I, the undersigned, do hereby grant the use of any photos, drawings, video or audio recordings or images taken of me in connection with 10th annual Wilderness Wind PaddleFest, for the purpose of promoting or publicizing or future events.

I hereby acknowledge my acceptance of the preceding clause by initialing here:
X _____

BY MY SIGNATURE HERE I DO RECOGNIZE, UNDERSTAND, AND AGREE TO ALL THE ABOVE. I FURTHER UNDERSTAND THAT MY SIGNATURE REFLECTS AN EXCHANGE FOR FULL CONSIDERATION IN THE FORM OF ACCEPTANCE OF A GRANT OF A RIGHT TO PARTICIPATE IN the Wilderness Wind PaddleFest.

I hereby acknowledge that all the above language applies to the Wilderness Wind PaddleFest in which I am taking part.

Signature: _____

Name: (print) _____

Date: _____

For parents/guardians of participant of minor age (under age 18 at the 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 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 liability incidents to my minor child's involvement or participation in these programs as provided above.

Signature of Parent/Guardian _____

Date: _____

Emergency contact number (s): _____