



ASSUMPTION OF RISK / WAIVER OF LIABILITY FORM

In consideration of being permitted to participate in any way in Meridian Kayak Adventures' sea kayaking programs, activities, events and trips, I, \_\_\_\_\_ (participant) know, understand, agree and accept that :

- 1. "SEA KAYAKING" is a hazardous activity and that there is an inherent and significant real risk of injury, death and / or permanent disability associated with any water activity even though particular rules, equipment and personal disciplines may reduce this risks; and, . Initial here \_\_\_\_\_
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF MERIDIAN KAYAK ADVENTURES, or others and assume full responsibility for my participation; and, . Initial here \_\_\_\_\_
3. I understand and acknowledge the dangers associated with THE CONSUMPTION OF ALCOHOL OR ANY MIND ALTERING DRUGS BEFORE AND DURING the activity and I take full responsibility for any injury, loss or damage associated with their consumption; and, . Initial here \_\_\_\_\_
4. I also agree to abide by and comply with any rules, instructions or directions properly given to me by any staff member, instructor or his / her delegate and understand that SUCH NON COMPLIANCE MAY RESULT IN INJURY, DEATH AND / OR PERMANENT DISABILITY OR REMOVAL FROM THE ACTIVITY at my own expense and that I agree to indemnify Meridian Kayak against all claims made by any person as a result of my failure to comply; and, . Initial here \_\_\_\_\_
5. I also agree that in the event of injury or illness, Meridian Kayak Adventures may provide evacuation, first aid and medical treatment at my expense and as such that I consent to such evacuation, first aid or medical treatment; and, . Initial here \_\_\_\_\_
6. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Meridian Kayak Adventures, their officers, officials, volunteers, agents and / or employees, other participants, sponsoring agencies, sponsors and if applicable, owners and lessors of premises used to conduct the activity (all of whom are referred to as "Releasees") WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

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

Signed: \_\_\_\_\_ Print Name \_\_\_\_\_
(participant)

Address: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Minor [ ] (tick if appropriate)

This is to certify that I, as a parent / guardian/ doctor 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 the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above.

Signed: parent / guardian) \_\_\_\_\_ Print name \_\_\_\_\_ Dated: \_\_\_/\_\_\_/\_\_\_

This form MUST be completed and signed by the participant AND if under 18 years old signed by the parent / guardian as well.

'Meridian Kayak Adventures' accept that a duty of care and responsibility is owed to each client / participant under their direction and undertakes to take all reasonable steps to safeguard the welfare of the participant during the course of the activity undertaken.

Note: Section 74 of the Trade Practices Act ("the Act") implies a warranty of due care and skill into contracts for the supply of services to consumers, as defined by the Act. To the extent that the warranty applies to any contract relevant to the Release and Waiver of Liability, it cannot be excluded.