

WHITEWATER CANOEING, KAYAKING RAFTING RELEASE

IMPORTANT: THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing. If you have any questions please ask us or consult an attorney.

St. Lawrence University has done everything possible to assure that our guests experience a rewarding experience. We wish to inform our guests that **Canoeing, Kayaking, and/or Rafting** is not risk free. The same elements that contribute to the unique character and fun of **Canoeing, Kayaking and/or Rafting** such as the physical exertion or the RISK, can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect and to be informed of some of the possible risks. We ask that you read this, sign it, and return it to our office.

ACKNOWLEDGMENT OF RISK

There may be rapids experienced on the trip. Boaters can be jolted, bounced, and otherwise shaken about during rides through these rapids. It is possible you could be injured if you hit equipment or other objects while upright or upside down. Equipment may break or malfunction causing loss of property or injury.

Boats may turn over or participants may swim causing prolonged exposure to cold water leading to hypothermia, injury, or death. Injuries can be sustained after you are in the water such as from objects floating in the river or in the riverbed. Drowning is always a possibility whenever you are around water.

Accidents can occur getting in or out of the boat, canoe, kayak or tube. You might injure yourself by falling against some object in or around the boat, or on the shore. You might trip over rocks, stumps or other debris on shore while trying to hold the boat or tie it to a suitable object on shore.

Boating requires physical exertion and effort. As a kayaker, canoeist, inflatable kayaker, you will be totally responsible for your own movement and safety while on the river. This requires physical exertion as well as emotional and mental stability. You will be primarily responsible for your own rescues. **St. Lawrence University** will not be available to assist you in a rescue due to the inherent nature of the sport.

While in a tube or after falling out of a canoe, kayak or raft you may hit submerged objects. Never stand up in moving water as you run the risk of a foot entrapment. Swim to the shore and crawl out of moving water. When you are in water less than knee deep walk carefully and be aware of rocks, branches or other objects.

"Strainers" are trees that have fallen into the river. The trunk of the tree will float forcing objects floating in the river to flow under the trunk. The branches of the tree then capture and hold objects flowing under allowing the water to flow through. People who are forced under a strainer will be trapped between the force of the water and against the branches drowning them.

Accidents can occur during off-river travel. Trails are often steep, rocky, and/or slippery. Hikes involve crossing streams, where footing can be awkward. Participants can slip or fall during a hike, resulting in injury. Poisonous or dangerous plants, insects, or animals can be found with harmful effects to some guests. Exposure to the natural elements can be uncomfortable or harmful. Heat-sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, wind, rain, outdoor, using portable toilet facilities, eating meals out-of-doors, being in the open for the extended length of the trip can be uncomfortable or cause injury or illness.

It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

This list is not an exclusive or exhaustive list of possible injuries, trauma or accidents that may occur while **Canoeing, Kayaking, and/or Rafting**. Most of these injuries are rare and you are not likely to encounter them, however they have occurred and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the activity.

I certify that my family, including minor children and myself are fully capable of participating in a **Canoeing, Kayaking, and/or rafting** program. I state that I have read the above statement on some of the possible risks in this activity. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, or the negligence of **St. Lawrence University**. I also understand that **St. Lawrence University** reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in **Canoeing, Kayaking, and/or Rafting**. My family and I are in good physical condition and able to undertake this activity.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I agree to indemnify and hold harmless **St. Lawrence University**, their agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from my families or my participation in these activities. I further agree to release, acquit and covenant not to sue **St. Lawrence University**, their agents and employees for all actions, causes of action claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of **St. Lawrence University** or my family, myself, or my heirs, against **St. Lawrence University** arising out of participation in this program. In short, I cannot sue **St. Lawrence University** and if I do I cannot collect any money.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be New York State and governed by New York State law. The terms of this agreement shall continue and be in effect after that **Canoeing, Kayaking Rafting, and/or Tubing** trip has ended.

As liquidated damages, I hereby agree that if **St. Lawrence University** is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay **St. Lawrence University's** costs and attorney fees if they successfully defend such action, lawsuit or litigation.

Should any paragraph or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it was an original.

I authorize and release to **St. Lawrence University** the use of my image in any photograph or video recording for any purpose of **St. Lawrence University**.

I have adequate health, disability and life insurance for my family and myself.

I hereby give permission for transportation to any medical facility or hospital and I authorize for any qualified guide or medical personnel to render necessary emergency medical care for my family or myself.

I, _____, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself, and my family this **Date:** _____.

By checking this box, I indicate that my family and I have previous **Canoeing, Kayaking and/or Rafting** experience.

No one in my family or I have any medical condition that would prevent our participation in this activity except: _____.

Participant Signature

Participant Signature

Printed Name

Printed Name

Address

Address

Phone

Phone

In case of emergency please contact: _____

Phone: _____

I carry medical insurance? Yes _____ **No** _____ **Group No.** _____

Name or Provider: _____