

Participation Agreement, Release and Assumption of Risk

In consideration of the services provided to me and/or to my child or children (hereinafter referred to as "Participant") by Seven Rivers Paddling and or Seven Rivers Enrichment, its agents, owners, officers, volunteers and employees, participants or other entities acting in any capacity on their behalf (referred to individually or collectively as "Seven Rivers"), Participant hereby agree to release and discharge Seven Rivers Paddling on behalf of myself, my children, my parents, my estate or any heirs, assigns or personal representatives as follows:

1. Participant acknowledges that kayaking, stand up paddle boarding, biking, mountain biking, cross-country skiing, nature exploration and related activities on Seven Rivers programs entails, known, unknown or unanticipated risks which could result in physical or emotional injury including but not limited to paralysis, damage or death to Participant, to property, or to third parties. The participant understands that such risks cannot be eliminated given the nature of the activity. The risks include, among other things, falls, travel in remote areas, climbing trees, falling from a tree resulting in an injury, falling on objects that could become impaled in participant, losing balance and breaking bones, wrist, arm, leg, back, shoulder, head, neck and eye injury, injury during cross-country ski activities, biking activities, injuries while biking, biking collision with other bikers, biking collision with other objects, Archery activities, injury from an impaired arrow, injury from bow sting, kayaking activities, stand up paddle boarding activities, boat capsize, paddle board flip, falling from paddle board, collision with objects or other watercraft will paddling, collision with objects on land such as trees or rocks, losing balance and breaking bones, wrist, arm, back, shoulder, head and eye injury, slips and falls, prolonged exposure to cold weather, hypothermia, mental anguish or trauma, illness, exposure to the elements (sun, strong wind, cold, electrical and other storms, and rapidly changing adverse weather and water conditions.
2. While Seven Rivers seeks to provide a safe environment for all participants, we are not infallible. An individual might be unaware of a participant's fitness or abilities, misjudge the weather, the elements, or the terrain, may give inadequate warnings or instructions, or the equipment being used might malfunction.
3. Participant expressly accepts and assumes all risks existing in this activity. The Participants' decision to join in this activity is purely voluntary and recognizes and accepts all the risks.
4. Participant voluntarily releases, forever discharges and agrees to indemnify and hold harmless Seven Rivers Paddling from any and all claims, demands or causes of action, which are in any way connected with Participants involvement in activities, and or use of Seven Rivers Paddling equipment or facilities, including any such claims which allege negligent acts or omissions of Seven Rivers Paddling.
5. Should Seven Rivers Paddling or anyone acting on its behalf be required to incur attorney's fees and/or costs to enforce this agreement, Participant agrees to indemnify and hold them harmless for all such fees and costs.
6. Participant certifies that Participant has adequate insurance to cover any injury or damage

Participant may cause or suffer while participating or personally agrees to bear the costs associated with any injury or damage. Participant further certifies that Participant has no medical or physical conditions which could interfere with the safe participation in this activity or Participant is willing to assume and bear the costs associated with any injury or damage arising from that condition.

7. In the event Participant files a lawsuit against Seven Rivers Paddling, Participant agrees to do so solely in the State of New Hampshire and that New Hampshire substantive law shall apply in that action, regardless of where an injury took place or what conflict of laws may exist.
8. Participant hereby permits Seven Rivers Paddling to take photographs or video recordings of Participant during camp sessions or other tours or activities sponsored by Seven Rivers Paddling. Participant further gives permission and consent to Seven Rivers Paddling and its agents, to publish and use such images to illustrate and promote the camp and other programs on its website, in its written materials or for any other lawful purposes, without payment or any other consideration. These images will not be sold or otherwise provided to any other parties. The names of individuals pictured will not be identified by caption or by any other means. Signed (for minors, signed by parent or guardian)_____

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. By signing this document, I acknowledge that if anyone is hurt or if property damage occurs during my participation in this activity, I may be found by a court of law to have waived all rights to maintain a lawsuit against Seven Rivers Paddling on the basis of any claim from which I have released in this document. I have had sufficient opportunity to read and review this entire document. I understand it and agree to be bound by its terms.

FOR PARENTS/GUARDIANS OF PARTICIPANT(S) OF MINOR AGE (under age 18): This is to certify that I, the undersigned, as parent/guardian with legal responsibility for the minor participant(s) named below, do consent and agree to his/her release and other terms, as provided above, of the releases, and that I, for myself, my heirs, representatives, assigns, and next of kin, **do release and agree to indemnify and hold harmless the Seven Rivers Paddling from any and all liability** as a result of or arising out of my minor child's participation in the activity, **whether arising from the negligence of the Seven Rivers Paddling or otherwise**, to the fullest extent permitted by law.

Print Name

Signature

Date

Name of Child

