**WAIVER AND RELEASE OF LIABILITY**

**1. I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (please print name) declare that I fully understand the following*:***

A) Boating on moving or white water rivers exposes participants to a variety of hazards including, but not limited to, foot entrapment, rocks, undercut rocks, trees, other crafts operating on the river and other obstacles.

B) Swimming or using paddle equipment on moving or white water may be extremely difficult.

C) An accident or illness may occur in a remote place, making it difficult to gain access to medical help.

D) Serious injuries may occur, including, but not limited to, broken bones, paralysis, permanent disability and/or death, and severe social and economic loss may result not only from my actions but the action, inaction and/or negligence of others, the rules of play, or the condition of the premises or of any equipment used.

E) Further that there may be other risks not known to me and/or others or not reasonably foreseeable at this time.

**2. I agree to accept responsibility for judging my ability to safely boat on a particular river or a particular rapid**. If at any time a particular river or rapid is beyond my capability to boat safely, it is my responsibility to recognize this fact and take all necessary actions to avoid the river or rapid.

**3. I understand that I have no legal duty to assist others, nor does anyone have a legal duty to render assistance to me*.***

**4. I certify that I am in good physical condition, that I can swim, and that I have no physical defects or injuries that would prevent me from participating in this activity.**

**5. I am financially responsible for any lost or damaged equipment used by me. I agree to reimburse the owner of any equipment damaged by me forthwith.**

**6. This waiver is given in the interest of permitting the Raw Strength and Courage Kayak Club (hereinafter “RSCK”) to exist and to serve the paddling community**, to enable myself and my fellow paddlers to feel free to donate our services and to help each other without fear of liability. My waiver is given in exchange for similar waivers to be granted on my behalf by other members of RSCK. My waiver has no expiration date.

**7. In consideration of being allowed to participate in any way in programs, activities and related events conducted by RSCK or its members, I and anyone claiming through me, agree to the following**: A) Assume all the aforementioned risks and accept personal responsibility for the damage following such accidental loss, injury, permanent disability, or death. B) I release, waive, discharge, and covenant not to sue RSCK, the University of Michigan, Gregory Weddle, George Seley, Linda Seley, Paresh Patel, Lee Green, John Stewart, or any other participants, sponsoring agencies, advertisers, and if applicable owners and lessors of premises used to conduct the event all of which are hereinafter referred to as “releasees”, from demands, losses or damages on account of injury, including death or damage to property caused or alleged to be caused in whole or in part by the negligence of the releasee or otherwise.

**The undersigned has read the above Waiver and Release, and understands that he or she has given up substantial rights by signing it and signs same voluntarily**.

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Signature of Participant Date

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Printed Name of Participant Date of Birth

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Address of Participant City State ZIP Code