

PARTICIPATION AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK

In consideration of TIDEWATERS LLC, DBA HOOK, LINE & PADDLE CANOE AND KAYAK OUTFITTERS, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "HOOK, LINE & PADDLE") I hereby agree to release and discharge HOOK, LINE & PADDLE on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

- 1.1. I acknowledge that canoeing, paddleboarding, paddle skateboarding, sailing, and/or kayaking entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: Difficult water conditions may occur, your boat could turn and/or you could have to swim rapids or surf risking collision with rocks and entanglement in trees; head injuries, you can slip or fall during a hike, resulting in damage to equipment or personal injury; exposure to the natural elements can be uncomfortable and/or harmful; you should be aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke and heat cramps; also prolonged exposure to cold water can result in hypothermia; exposure to potentially dangerous wildlife, insects, plants; and accidental drowning is also a possibility.

Furthermore, HOOK, LINE & PADDLE guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness level or abilities. They might misjudge weather, the elements, or the terrain. They may give inadequate warnings or instructions and the equipment being used might malfunction.

- 1.2. I expressly agree to not go kayaking, paddleboarding, paddle skateboarding, canoeing, and/or sailing in the open ocean and promise to accept and assume all the risks existing in this activity. My participation in the activity is purely voluntary and I elect to participate in spite of the risks.
- 1.3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless HOOK, LINE & PADDLE from any and all claims, demands or causes of action which are in any way connected with my participation in the activity or may use of HOOK, LINE & PADDLE equipment or facilities, including any such claims which allege negligent acts or omissions of HOOK, LINE & PADDLE.
- 1.4. Should HOOK, LINE & PADDLE or anyone acting on their behalf be required to incur attorney's fees and costs to enforce the agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 1.5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or else agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I m willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
- 1.6. In the even that I file a lawsuit against HOOK, LINE & PADDLE, I agree to do so solely in the state of North Carolina and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
- 1.7. I give HOOK, LINE & PADDLE permission, in connection with any photographs and/or video taken during this Program of me (and my child/guardianship) or in which I (and/or my child/guardianship) am included with others, the right to use and reuse, in any manner at all, photographs and/or video in whole or in part, either by themselves or in conjunction with other photographs and/or video, in any medium and for the purposes whatsoever, including without limitation, all promotional and advertising uses, and other trade purposes. I hereby release HOOK, LINE & PADDLE from any and all claims, actions, and demands arising out of or in conjunction with use of said photographs and/or video.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the activity, I may be found by a court of law to have waived my right to maintain a lawsuit against R.R.A on the basis of any claim form which I have released them herein.

I have found sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms

Signature of Participant: _____ Date: _____

Print Name: _____ Phone: _____

Address: _____ City: _____ State: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name)("Minor") being permitted indemnify and hold harmless HOOK, LINE & PADDLE from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by minor.

Parent or Guardian Signature: _____ Date: _____

Print Name: _____