

Catskill Kayak Fishing Jamboree
ASSUMPTION OF RISK AND WAIVER FORM

IN CONSIDERATION of being given the opportunity to participate in the Catskill Kayak Fishing Jamboree on June 27, and 28, 2015 (the "Jamboree") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. **ACKNOWLEDGE**, agree, and represent that I understand the nature of paddling activities, both on the water and land based and that I am qualified, in good health, and in proper physical condition to participate in such Jamboree.

2. **FULLY UNDERSTAND** that: (a) **PADDLING AND FISHING ACTIVITIES INVOLVE RISKS AND DANGERS** of serious bodily injury, including permanent disability, paralysis, and death ("risks");

(b) these risks may be caused by my own actions, or inactions, the actions of others participating in the Tournament, the condition in which the Tournament takes place, or the negligence of the "releasers" named below;

(c) there may be other risks and social and economic losses either not known to me or not foreseeable at this time; and I **FULLY ACCEPT AND ASSUME ALL SUCH RISKS**

AND

ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of

my participation in the Tournament.

3. **AGREE AND WARRANT** that I am solely responsible for my own safety, and will examine and inspect the conditions of the Tournament in which I take part and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Tournament and will refuse to take part in the Tournament until the condition has been corrected to my satisfaction.

4. **HEREBY RELEASE**, discharge, and covenant not to sue Catskill Kayak Fishing Jamboree , its administrators, directors, shareholders, agents, officers, volunteers or employees, Jamboree organizers, United States of America, sponsors of the Jamboree and any advertisers (each considered one of the releases herein), from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the releases or otherwise; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the releases, I **WILL INDEMNIFY, SAVE, AND HOLD HARMLESS** each of the releases from any litigation expenses, attorney fees, loss liability, damage, or cost which may incur as a the result of such a claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any induction or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force.

Print Name: _____ **Date** _____