

*Barrier Island* Barrier Island Kayaks  
KAYAKS Waiver and Release Form

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This document affects your legal rights. It must be signed by you, the Participant whether you are an adult or minor, if you are renting or otherwise using equipment or participating in activities offered by BARRIER ISLAND KAYAKS. It must signed also by your parent or guardian if you are a minor Participant (under 18 years of age.) The parent or guardian agrees to these terms individually and on behalf of the minor. Only a parent of legally appointed guardian may sign for a minor Participant. References in this agreement to I or we include all who sign below unless otherwise clearly indicated.

In consideration of BARRIER ISLAND KAYAKS furnishing services and/or equipment to enable me to participate in the sport of SEA KAYAKING, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have:

(A) inherent risks, dangers and hazards and such exists in my use of SEA KAYAKING equipment and my participation in SEA KAYAKING activities;

(B) my participation in such activities and/or use of such equipment may result in ailments that could cause serious disability;

(C) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of, but not limited to BARRIER ISLAND KAYAKS, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature; such as, exposure to sun, cold, wind, hail, lightning, and other phenomena; activities may take place in remote places significantly delaying emergency medical care and evacuation or other causes. Risk and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge weather, route location, tides, water conditions which may be fast, deep, cold and subject to rapid change; objects which may be encountered in and out of the water, and which may not be obvious, including debris, trees, rocks, bridges, and other hazards; the watercraft may overturn, swamp and sink and occupants may become separated from the craft; feet and other parts of the body may become entrapped in or under rocks and other objects; participants may strike or be struck by objects, other watercraft, and

other persons, in and outside of the watercraft, wind, risks of falling out of or drowning while in a kayak, and other such risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment;

(D) further, by my participation in these activities and for use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether cause in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of BARRIER ISLAND KAYAKS, or by any other person.

I on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify BARRIER ISLAND KAYAKS, and their owners, agents, officers, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of kayaking or my participation in SEA KAYAKING activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers, or employees of BARRIER ISLAND KAYAKS.

I authorize Provider to provide or obtain for me, or the minor child for who I sign, such medical care as it considers necessary and appropriate and I agree to pay all costs associated with such care and related transportation. Any dispute between Provider and me or the minor child for whom I sign will be governed by the substantive laws of the State of North Carolina (not including laws which might apply the laws of another jurisdiction), and any mediation or suit shall take place only in that State, in the County of Carteret. If the dispute cannot be resolved by mutual agreement, I agree to submit it to a mediator recognized by the Courts of that State and County. I agree to pay all costs and attorneys' fees incurred by Provider in defending a claim or suit brought by me or by or on behalf of the minor for who I sign, if the claim or suit is withdrawn of to the extent a court or mediator determines that Provider is not responsible for the claimed injury or loss.

This agreement is entered into voluntarily, and after careful consideration. Its terms cannot be amended except in writing. I understand that it is binding, to the fullest extent allowed by law, upon all persons signing below, our respective heirs, executors, administrators, wards, minor children (whether of not they are Clients) and other family members. If any part of this agreement is found by a Court of other appropriate authority to be invalid, the remainder of the

agreement nevertheless shall be in full force and effect.

The staff of BARRIER ISLAND KAYAKS reserves the right to refuse participation in any BARRIER ISLAND KAYAKS activity if we have reason to believe that the participant is under the influence of alcohol or any other substances that may impair judgment and reduces a participants ability to effectively manage the risks of kayaking. This includes but is not limited to daily or multi day rental as well as single and multi day guided trips.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE.

IT IS MY INTENTION TO EXEMPT AND RELIEVE BARRIER ISLAND KAYAKS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OF ANY OTHER CAUSE.

IN ADDITION TO THIS WAIVER AND RELEASE I HAVE READ AND FULLY UNDERSTAND ANY POSTED OR VERBAL SAFETY GUIDELINES.

SIGNATURE: \_\_\_\_\_

NAME (please print): \_\_\_\_\_

DATE OF ACTIVITIES from \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

ADDRESS OF PARTICIPANT (please print)

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(IF LESS THAN 18 YEARS OF AGE) SIGNATURE OF PARENT OR GUARDIAN: \_\_\_\_\_

Please print name: \_\_\_\_\_