



Milwaukee Kayak Company LLC Waiver & Release Form

Participants must be 18 years or older, or must be accompanied by an adult.
*Each canoeist/kayaker is required to read and sign this waiver.
Parents or guardians must sign for minors.*

Release of liability, waiver of claims, express assumptions of risk, and indemnity agreement. Read carefully before signing.

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with activities offered by Milwaukee Kayak Company LLC, as well as travel to and from activity sites, and that participating in such activities is potentially dangerous, can be physically demanding and hazardous, involving risk of injury, death, and/or personal property loss or damage.

I acknowledge and agree that:

- I WILL WEAR PROTECTIVE and SAFETY GEAR prescribed by the Milwaukee Kayak Company LLC, knowing, however, that protective gear does not and cannot guarantee physical safety.**
- I am at all times fully and solely responsible for my own safety and well-being while engaging in activities offered or provided by Milwaukee Kayak Company LLC, and in transit to and from such activities. I accept and assume all risks connected with activities offered and/or provided by Milwaukee Kayak Company LLC.**
- I am fully responsible for any and all damage occurring to equipment belonging to Milwaukee Kayak Company LLC during my use of same, notwithstanding normal wear and tear.
- I can swim and pull myself up on to a dock from water.**

Release of liability, waiver of claims and indemnity agreement:

In consideration of permission to participate in activities with Milwaukee Kayak Company LLC, I hereby acknowledge and agree to the following by execution of this document:

- I hereby release and hold harmless Milwaukee Kayak Company LLC, its officers, directors, employees, agents and volunteers from any liability whatsoever for any and all injury, disability, death, or loss or damage to person or property, whether caused by active or passive negligence or otherwise, as well as from any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from activities offered or provided by Milwaukee Kayak Company LLC.
- I shall hold Milwaukee Kayak Company LLC, its officers, directors, employees, agents and volunteers harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in activities offered or provided by Milwaukee Kayak Company LLC.
- It is the intention of the parties to this agreement to exempt and relieve from liability and to bar any right to sue Milwaukee Kayak Company LLC, its officers, directors, employees, agents and volunteers for personal injury, property damage and/or wrongful death. I expressly agree that this release and wavier of liability, indemnity agreement and assumption of risk agreement is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin. If any provision of this agreement is found to be unenforceable, the remainder of the agreement shall stand.
- If I am injured during an activity with Milwaukee Kayak Company LLC, I give permission for activity participants to administer first aid and to seek medical assistance as deemed necessary. I intend that the releases, waivers and assumptions of risk contained in this agreement shall fully apply to any claim on account of first aid treatment or service rendered to me during my participation in Milwaukee Kayak Company LLC activities, even if caused by negligence of an agent, employee, guest or assign of Milwaukee Kayak Company LLC.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release and waiver of liability and that by signing this agreement I am giving up important legal rights.

Name (print): _____ Signed: _____ Date: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email (not necessary): _____

Parent or guardian, if participant is less than 18 years old:

Name (print): _____ Signed: _____ Date: _____

In case of emergency contact: name (print): _____ Phone: _____