



CAPE COD WATERWAYS, INC.

[PART I]

IMPORTANT. READ CAREFULLY. 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 Cape Cod Waterways, Inc. (referred to in this document as “Provider”). It must be 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 or a legal guardian may sign for a minor Participant. References in this agreement to “I” or “We” include all who sign below unless otherwise clearly indicated.

PARTICIPANT AGREEMENT

(Including Acknowledgment and Assumption of Risks, Agreement of Release and Indemnity, and additional Provisions)

In consideration of the opportunity to rent or otherwise use certain equipment and/or participate in activities offered by Provider, Participant, (adult or minor), and the parent or guardians of a minor Participant, understand, acknowledge and agree as follows:

[PART II] Activities, Hazards and Risks

Manual and Electric Paddleboats, Kayaks, Canoes, and Stand-up Paddle Board (referred to in this document as “watercraft”)

The hazards and risks (together referred to as “risks”) of the use of the watercraft include the following: entering, exiting and operating the watercraft; water which maybe fast, deep, cold, and subject to rapid change including; objects which encountered in and out of the water, and which may not be obvious, including debris, trees, rocks, boulders, dams, bridges, and other hazards; the watercraft may overturn, and sink and occupants may become separated from the craft; feet and other part of the body may become entrapped in or under rocks and other objects; participant may strike or be struck by objects, other watercraft, and other persons, in and outside of the watercraft. The activities are subject to unpredictable forces of nature, including exposure to sun, cold, wind, hail, lightning, flash floods and other phenomena; activities may take place in remote places, significantly delaying emergency medical care and evacuation.

Participant, and the parent or guardian of a minor Participant, acknowledge and understand that the description of activities and risks above is not complete and that all activities, whether or not described, may be dangerous and may include risks which are inherent and cannot be reasonably avoided without changing the nature of the activity. Participation in the activities can cause bites, stings, allergic reactions, overexertion, heat stroke, hypothermia, illness due to contaminated water, burns, cuts, bruises, broken bones, and other injuries and illnesses. Property loss, and serious injury and death, including by falling and drowning, are possible.

Provider has made no effort to determine, and accept no responsibility for medical, physical or other qualifications or the suitability of Participant, or other participants, for the activities. Client, and the parent or guardian of minor Participant, accept full responsibility for determining Participant’s medical, physical or other qualifications or suitability for participating in the activities. Provider is not responsible for water conditions, routes, or other activities of renters of its equipment. Alcohol will, and other substances may, impair judgment and reduce the participant’s ability to effectively manage the risk of water level, and land activities; participant’s should inspect unfamiliar rapids and other hazards before attempting to pass through or over them; participants should always wear a fastened life jacket (personal floatation device); participant should wear footwear which will provide protection from sharp objects, and which will minimize the risk of foot entrapment. Failure to adhere to these and other safety precautions may result in serious injury or death.

[PART III] Acknowledgment and Assumption of Risks

I, the Participant (adult or minor) and the parent or guardian of a minor Participant, understand the nature of the services of Provider and other activities which may occur, and their risks. I acknowledge and expressly assume all risks of the activities, whether or not described above, known or unknown, and inherent or otherwise. I take full responsibility for any injury or loss, including death, which I, or a minor child for whom I sign, may suffer, arising in whole or part out of such activities.

[PART IV] Agreements of Release and Indemnification and additional Provisions

If I am an adult participant, or the parent or guardian of a minor Participant, I agree for myself and on behalf of the minor Participant for whom I am signing, as follows:

I release Provider, its employees, contractors, volunteers, directors and owners (“Released Parties”) from any and all claims of injury or loss which I, or the minor child for whom I sign, may suffer, arising out of or in any way related to my, or the child’s enrollment in or participation in the activities of Provider or the use of its equipment.

[PART V] Additional Provisions

I authorize Provider to provide or obtain for me, or the minor child for whom 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 substantive laws of the State of Massachusetts (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 Barnstable. If the dispute cannot be resolved by mutual agreement, I agree to submit it to a mediator recognized by the Courts of the Commonwealth of Massachusetts and County of Barnstable. 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 whom I sign, if the claim or suits is withdrawn or to the extent a court or mediator determines that Provider is not responsible for the claimed injury or loss.

[PART VI]

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 or not they are Clients) and other family members. If any part of this agreement is found by a Court or other appropriate authority to be invalid, the remainder of agreement nevertheless shall be in full force and effect.

PLEASE PRINT CLEARLY

**** Signature Required from All Participants (Adult or Minor) ****

Name: _____ Home Address: _____	
City: _____ State: _____ Zip Code: _____ Phone Number: _____	
Number of people in your group: _____ E-mail Address: _____	
_____ Date: _____ Signature	
_____ Date: _____ Parent or Guardian Signature	_____ Date: _____ Parent or Guardian Signature
_____ Date: _____ Participant Signature	_____ Date: _____ Participant Signature
_____ Date: _____ Participant Signature	_____ Date: _____ Participant Signature
_____ Date: _____ Participant Signature	_____ Date: _____ Participant Signature
_____ Date: _____ Participant Signature	_____ Date: _____ Participant Signature

*****Parent or Guardian should list children's names*****

STAFF USE ONLY

Ref. # _____

Stamp time here:

Kayaks: Single _____ Double _____ 2 Adult + 1 Toddler _____ 2 Adults + 2 Toddlers _____

Canoes: 2 People _____ 3 People _____ 2+1 Child _____ 2 Adult + 2 Children _____ 2 Adult +3 Children _____

Electric Paddle Boats: 2 People _____ 2 People + 1 Child _____ 2 People + 2 Toddlers _____

Stand-up Paddle Board: _____