

Breakwater Kayak, LLC Registration, Release, & Assumption of Risk Form

This information will help us to ensure your safety and enjoyment of your trip. Please read and sign **BOTH** sides of this form and return to Breakwater Kayak, LLC as soon as possible. If under 18 years of age, participant must have parent or legal guardian sign as indicated.

Day Tour Registration

Trip Name _____ Trip Date _____

Name _____ Group name _____

Mailing Address _____

Day phone # _____ Evening phone # _____

Age _____ Height _____ Weight _____ Gender _____

Circle your skill level: Beginner Novice Intermediate Advanced

Circle method of payment: MasterCard Visa Check

Card # _____ Expiration date _____ Deposit amount _____

Confidential Health History

If you have any allergies, list them, describe your reaction, and describe how you treat it. _____

Circle to indicate history of any of the following:

Diabetes	Hypoglycemia	High blood pressure	Heart condition
Seizures	Asthma	Poor circulation	Sight/Hearing problems
Shoulder problems	Back Problems	Hip Problems	

If you have been treated for any of the above, explain. _____

If you are presently under care of a physician, describe for what condition(s). _____

List any prescription medications you are presently taking. _____

If you have any dietary restrictions, list them. _____

Describe any other physical disabilities, medical conditions, and/or anything else we should know about your physical or emotional condition. _____

In case on an emergency, who should be notified?

Name _____ Relationship _____

Day phone # _____ Evening phone # _____

Release and Assumption of Risk

1. I acknowledge that I have Voluntarily applied for enrollment in the above listed Breakwater kayak activity, and in consideration of being permitted to participate in such trip/tour, do voluntarily execute this "Release and Assumption of Risk" in behalf of myself, my heirs and next of kin, my personal representatives and my estate.
2. I acknowledge that I have been fully informed of the nature, scope and demands of the trip/tour, and that I have met all of the prerequisites required for participation in this activity.
3. I understand and appreciate that this activity may include rigorous outdoor activities under variable environmental conditions and that there are a number of inherent risks involved in the activity which are beyond the control of the sponsoring agency or its staff and I agree to personally assume such risks. Some of the dangers and risks which may be present or accrue include, but are not limited, to hypothermia, fatigue, drowning, falls, collision with objects, unexpected weather changes, accidents or illness in remote places without medical facilities, travel in vehicle not driven by me and the possibility of not returning within the designated time period.
4. I understand that every care and attention will be given to the health and comfort of the participants, but the sponsoring agency or its staff cannot be held liable for any injuries sustained which were not directly caused by their failure to take due care.
5. I hereby authorize the leader of the activity to secure such medical advice and services that may be deemed necessary for the health and safety of myself (or my son/daughter/ward) and I agree to accept financial responsibility:
 - a. where the health and well-being of the applicant is involved,
 - b. where all attempts to contact the parent or guardian have failed or where due to the nature of the emergency there is insufficient time to contact such parent or guardian. It shall be at the discretion of the leader of the activity as to what action must be taken for the welfare and safety of the applicant.
6. I accept and assume full responsibility for all harm and injury, of every nature, including death, which may occur to me or which I may suffer, and for all damages or loss to any personal property or property issued to me by Breakwater Kayak, LLC while I am participating in the activity and, in furtherance thereof, I agree to indemnify and hold harmless Breakwater Kayak, LLC, and its employees, from and against any and all claims, demands, actions or causes of action, on account of damage to personal property, or to my personal injury, or death, which may occur or result directly or indirectly from my participation in the activity, and which results from causes beyond the control of and without the fault or negligence of Breakwater Kayak, LLC, and its employees.
7. I agree to abide by the rules and regulations imposed on participants by the agency and its staff.
8. I agree that I will be cooperative and helpful to and with all other participants in the trip/tour and will not be disruptive of the objectives established by this trip/tour or as may be designated by the staff or group consensus.
9. I declare that I am in good physical health and believe that I am able without reservation or limiting conditions to physically withstand and cope with the indicated rigors of this program.
10. I request that this "Release and Assumption of Risk" be construed and interpreted pursuant to the laws of the State of Maine, and if any portion thereof is held invalid, I request that the remainder continue in full force and effect.
11. I hereby authorize and give full consent to Breakwater Kayak, LLC to copy right or publish all photographs or slides in which I, the undersigned, appear while enrolled as a participant in any of their programs.

My signature below (parent or legal guardian must sign for participant under the age of eighteen) indicates that I, the applicant have read and understood the above.

Signature _____ **Date** _____

Parent/Guardian (if under 18) _____ **Date** _____

**Please return completed form to:
Breakwater Kayak, LLC, 8 Mill Street, Rockland, Maine 04841
info@breakwaterkayak.com**