

**This document affects your legal rights.**

***You must read and thoroughly understand it before you sign it.***

**STATEMENT OF RISKS:** There are significant elements of risk in any adventure, sport, or activity associated with water sports, the outdoors, the presence or use of motorized watercraft, and activities incidental thereto (referred to herein as "the Activity"). Although we have taken reasonable steps to provide you with appropriate equipment, **the Activity is not without risk.** Certain risks cannot be eliminated without destroying the unique character of the Activity. The same elements that contribute to the unique character of the Activity can be causes of loss or damage to equipment, cause accidental injury, illness, or in extreme cases, permanent trauma or death.

We do not want to frighten you or reduce your enthusiasm for the Activity. We do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

**ACKNOWLEDGEMENT OF RISKS:** I acknowledge that the following describes some, but not all, of the risks of participating in the Activity: 1) Changing water flow, currents, wave action and boat wakes; 2) Collision with any of the following: other participants, the interior of the watercraft in which I am riding or any other portion of said craft, other watercraft, and man-made or natural objects; 3) Inclement weather, lightning, variances and extremes of wind, weather and temperature; 4) Collision or capsizing, or other hazard which results in wetness, injury, exposure to the elements, hypothermia, or drowning; 5) Getting in or out of the craft; 6) Equipment failure or operator error; 7) Heat- or sun-related injuries or illnesses including sunburn, sunstroke or dehydration; 8) Fatigue, chill, and dizziness, which may diminish my reaction time and increase the risk of an accident.

**I am aware that the Activity entails risks of injury or death.** I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death as a result of participation in the Activity.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** I hereby knowingly and freely assume all such risks, both known and unknown, including full responsibility for and risk of bodily injury, death or property damage as a result of my participation in the Activity and/or my use of the rented equipment, **even if the injury, death or property damage is caused, in whole or in part, by the negligence of Nemasket Kayak Center, a division of NKC Inc.(hereinafter "NKC"), A.D. Makepeace Company, the Town of Wareham, the Town of Marion, and The Commonwealth of Massachusetts,** and any or all of their owners, officers, directors, agents, subsidiaries, committees, boards, and employees (hereinafter "**the releasees**").

I verify that I am physically fit and sufficiently qualified, trained and capable to participate in the Activity. I assume full responsibility, for myself and any minor children for whom I am responsible, for any bodily injury, accident, illness, death, loss of personal property and expenses related thereto as a result of any accident which may occur while I participate in the Activity. I assume the risks of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions, contusions, dehydration, drowning, oxygen shortage (anoxia), exposure, head, neck, and spinal injuries, bite or attack by an animal or insect, allergic reaction, shock, paralysis or death.

I agree to **refrain from using alcohol or drugs** prior to and during my participation in the Activity. I agree to **wear a Coast-Guard-approved personal flotation device (PFD or life jacket)** during the entire time that I am participating in the Activity. I agree that the rented boat will not be removed from the body of water on which the rental facility is located, including portaging around any dams or transiting the fish ladders or any other obstructions encountered at Tihonet Pond, Onset Beach or any other rivers, lakes or ponds on this trip.

If I observe any unusual significant hazard during my presence or participation in the activity, I will remove myself from participation and bring such to the attention of the nearest NKC staff member immediately.

**USE OF PHOTOS:** I authorize NKC to use or display, without any compensation to me or the Minor Participant for whom I am signing, any photos, slides, films, or sketches of me or the Minor Participant that may be taken while participating in NKC Activities for publicity, advertising, promotion or other commercial purposes on websites, in written publications and otherwise.

Please initial here -> \_\_\_\_\_ Then continue to page two and sign.

**RELEASE & WAIVER OF LIABILITY:** I, the undersigned, for myself, my heirs, representatives, assigns, and next of kin, in consideration of the rental of equipment to me, **do fully and forever release, waive, discharge, hold harmless, and covenant not to sue the releasees from all liability** to the undersigned, his personal representatives, assigns, heirs, and next of kin for death, personal injury, or property damage and from any and all claims, demands, suits, loss, and causes of action asserting or on account of death, personal injury, or property damage suffered or sustained by me or any person or property as a result of or arising out of my participation in the Activity, **whether arising from the negligence of the releasees or otherwise**, to the fullest extent permitted by law.

I agree that any and all disputes between myself and the releasees arising from my participation in the Activity and/or use of this equipment, and including any claims for personal injury and/or death will be governed by the laws of the Commonwealth of Massachusetts and exclusive jurisdiction thereof will be in the state court residing in the county where the alleged tort occurred or the federal courts of the Commonwealth of Massachusetts.

I, the undersigned, acknowledge that **I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.** I agree that no oral statements or representations, apart from the language of the above agreement, have been made. I will be responsible for the full replacement cost of any equipment I have rented from Nemasket Kayak Center, a Division of NKC Inc. and agree to pay for damages to or replace such equipment in the event of any damages other than reasonable wear and tear.

Participant's Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ Phone \_\_\_\_\_

E-mail: \_\_\_\_\_

Participant's Signature \_\_\_\_\_ Age \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

**FOR PARENTS/GUARDIANS OF PARTICIPANT(S) OF MINOR AGE (under age 18):** This is to certify that I, the undersigned, as parent/guardian with legal responsibility for the minor participant(s) named below, do consent and agree to his/her release, as provided above, of the releasees, and that I, for myself, my heirs, representatives, assigns, and next of kin, **do release and agree to indemnify and hold harmless the releasees from any and all liability** as a result of or arising out of my minor child's participation in the Activity, **whether arising from the negligence of the releasees or otherwise**, to the fullest extent permitted by law.

Adult Participant's Name \_\_\_\_\_ Age \_\_\_\_\_

Adult Participant's Name \_\_\_\_\_ Age \_\_\_\_\_

Adult Participant's Name \_\_\_\_\_ Age \_\_\_\_\_

Minor Participant's Name \_\_\_\_\_ Age \_\_\_\_\_

Minor Participant's Name \_\_\_\_\_ Age \_\_\_\_\_

Minor Participant's Name \_\_\_\_\_ Age \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

**For Office Use Only:**

Time Out: \_\_\_\_\_ Time In: \_\_\_\_\_