**Blackwater Paddle Club**

**Hold Harmless Agreement**

**NOTE TO THE PARTICIPANT:**

Participation in any water sport exposes you to certain risks and dangers. Accidents and injuries (minor to major) may result from forces of Mother Nature, other participants, malfunctioning equipment, obstacles (seen and unseen), fatigue, and your own misjudgment. Blackwater Paddle Club (BPC) considers safety paramount and as such, our guides include individuals trained in life saving, instruction, CPR, and Red Cross First Aid/First Responder. However, the nature of this sport makes it impossible to foresee and protect you from all conceivable dangers associated with water, water sports, and camping. You must be prepared to assume all risks associated therein.

Initial Each:

1. \_\_\_\_\_ Therefore, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate, I hereby agree to release, indemnify, and discharge BPC the following:
2. \_\_\_\_\_ I acknowledge my participation in water sports, camping, and other outdoor adventure activities includes known and unanticipated risks that could result in physical or emotional injury, paralysis, death, and/or other damage to myself, property, or others.
3. \_\_\_\_\_ I understand such risks cannot be eliminated without jeopardizing the essential quality of the activity. Such risks include but are not limited to the following: accidents involving the hazards of walking on uneven terrain, slipping, falling, pinches, scrapes, abrasions, lacerations, bone fractures, concussions, exhaustion, sunburn, dehydration, exposure to wild animals, insect bites, hazardous plant life, exposure to hot and cold temperatures, hyper/hypothermia, collision with fixed or moveable objects, weather conditions, boat capsize, equipment failure, and death.
4. \_\_\_\_\_ BPC may or may not be aware of your level or fitness, abilities, or any medical conditions and will not be held liable for known or unknown conditions that may result in injury.
5. \_\_\_\_\_ I expressly agree and promise to accept and assume all of the risks of this activity. My participation is purely voluntary and I elect to participate in spite of the risks involved. BPC will not be held liable for any and all risks.
6. \_\_\_\_\_ I agree to wear U.S. Coast Guard approved personal flotation devices while participating in this activity.
7. \_\_\_\_\_ I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless BPC from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity or use of BPC’s equipment including any such claims which allege negligent acts or omissions of BPC.
8. \_\_\_\_\_ Should BPC or anyone acting on their behalf be required to incur attorney’s fees and costs to enforce this agreement, I agree to hold them harmless for all such fees and associated costs.
9. \_\_\_\_\_ In the event I file a lawsuit against BPC, I agree to do so solely in the State of Georgia, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.
10. \_\_\_\_\_ I agree that I have adequate insurance to cover any injury and/or damage I may cause or suffer while participating *or* I agree to bear the costs of such injury or damage myself.
11. \_\_\_\_\_ I agree that is any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.
12. \_\_\_\_\_ I have had sufficient opportunity to read this entire document, understand it, and agree to be bound by its terms.

**THE UNDERSIGNED CERTIFY THAT THEY HAVE READ THE FOREGOING PRIOR TO THE SIGNING AND AGREE AS FOLLOWS**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**POINT OF CONTACT INFORMATION:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_