



Martha's Vineyard Eco Adventures

RELEASE OF LIABILITY (READ BEFORE SIGNING)

In consideration of my participation in sea kayaking activities, including transportation to and from activities, the undersigned acknowledges, appreciates, and willingly agrees that:

1. I will comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest instructor or guide immediately; and,
2. I acknowledge and fully understand that each participant will be engaging in activities that involve risk or serious injury, including permanent disability and death, and severe social and economic losses which might result not only from my own actions, inaction's or negligence, but the actions, inaction's of others, the environmental conditions or from any of the equipment used. Further, I accept personal responsibility for the damages following such injury, permanent disability or death; and,
3. I knowingly and freely assume all risk, both known and unknown, even those arising from the negligent acts or omissions of others and assume full responsibility fro my participation and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, hold harmless Martha's Vineyard Eco Adventures, officers, staff and volunteers and if applicable owners and lessors of premises used to conduct the activity, all of which are hereinafter referred to as "releasees",with respect to all and any injury, disability, death, or loss or damage to persons or property, whether arising from the neglect of the releasees or otherwise, to the fullest extent permitted by law.

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.

Signature of Participant:_____ Date:_____

Printed Name of Participant:_____

For Parents/Guardians of Participants of Minority Age

(under age 18 at time of registration)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incident to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law.

Date:_____

Signature of Parent/Guardian

Printed name of Parent/Guardian