



**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY
AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT
TO SUE**

PLEASE READ CAREFULLY

NAME: _____ AGE: _____

ADDRESS: _____

EMERGENCY CONTACT NAME AND PHONE

#: _____

TO: OKC KAYAK LLC/LINDO EXPEDITIONS (COLLECTIVELY REFERRED TO AS “DAVE LINDO”) AND BEAVERS BEND KAYAK CLASSIC.

In this agreement the term “adventure **activities**” shall include but is not limited to hiking, mountain bicycling, kayaking, rafting, swimming, camping, instructional courses, seminars, and sessions, and other such activities, events and services in any way connected with or related to those activities. This includes any and all related transportation provided by Dave Lindo or a third-party.

ACKNOWLEDGEMENT - SAFETY

I acknowledge that I have been advised that I am to wear an approved helmet while cycling, a life jacket while involved in water activities, and I am aware that seat belt usage is mandatory. I am also aware that drugs and alcohol are strictly forbidden, and agree to abide by any and all rules, regulations and laws.

ASSUMPTION OF RISKS

I am aware that adventure activities involve many risks, dangers, and hazards, including, but not limited to accidents which occur during transportation or travel to and from the location of the activity, the overturning or upsetting of kayaks, falling from the craft while on the water, impact or collision with rocks, trees, rafts, bikes, automobiles, falling while climbing, falling while riding, negligence of other participants or the public and **NEGLIGENCE ON THE PART OF DAVE LINDO, INCLUDING THE FAILURE BY DAVE LINDO TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ADVENTURE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Dave Lindo agreeing to my participation in the adventure activities and permitting my use of equipment, facilities, vehicles, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- 1. To waive any and all claims that I have or may have in the future against Dave Lindo, or his heirs, and to release him from any and all liability for any loss, damage, expense or injury, including death that I may suffer, or that my next of kin may suffer as a result of my participation in the adventure activities due to any cause whatsoever, including negligence, breach of contract, or breach or any statutory or other duty of care, and further including the failure to safeguard or protect me from the risks, hazards, and dangers referred to above.
- 2. To hold harmless and indemnify Dave Lindo from any and all liability for any property damage or personal injury to any third party resulting from my participation in the adventure activities.
- 3. That this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives in the event of my incapacitation or death.
- 4. That this agreement shall be governed by and interpreted in accordance with the laws of the United States.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES MAY HAVE AGAINST DAVE LINDO.

Signature of Participant: _____

Signed this _____ day of _____, 20_____

Signature of Parent or Guardian: _____

PERMISSION TO SEEK EMEGENCY MEDICAL TREATMENT FOR MINOR CHILD

I _____, THE PARENT OF

HEREBY GRANT PERMISSION TO SEEK MEDICAL TREATMENT FOR MY MINOR CHILD LISTED ABOVE IN THE EVENT OF A MEDICAL EMERGENCY OR AS OTHERWISE DEEMED NECESSARY BY DAVE LINDO / OKC KAYAK/ LINDO EXPEDITIONS OR PARTIES I HAVE ENTRUSTED MY CHILD TO.

**SIGNED (PARENT/
GUARDIAN):** _____

DATE: _____

PLEASE BE AWARE THAT MY CHILD HAS THE FOLLOWING MEDICAL ALLERGIES OR CONDITIONS LISTED BELOW:
