BAYOU PADDLESPORTS *WAIVER AND RELEASE OF LIABILITY* *(Read before signing)* *DATE*_____

In consideration of being permitted to participate in any way in paddling with Bayou Kayaks LLC (DBA Bayou Paddlesports and will be referred to as BPS in this document); I for myself, my personal representatives, assigns, heirs, and next of kin:

1. Acknowledge, agree, and represent that I understand the nature of paddle sports and related activities and that I am qualified, in good health, in proper physical condition to participate in such activity and willingly agree to comply with the stated and customary terms and conditions of participation. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately notify the nearest official and discontinue further participation in the activity.

2. Fully understand that: (a) paddling and related activities involve risks and dangers of damage to personal property and serious bodily injury, including permanent disability, paralysis, and death ("risks"); (b) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the activity, the condition in which the activity takes place, or the negligence of the "releasees" named below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation or that of the minor in the Activity.

3. I hereby release, discharge, and covenant not to sue Bayou Kayak LLC (DBA Bayou Paddlesports) , City Park, the City of New Orleans or any division thereof, its affiliated clubs, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the activity takes place, (each considered one of the "releasees" herein) from all liability, claims, demands, losses, injuries, damage to the property, or other damages on my account caused or alleged to be caused in while or in party by the negligence of the "releasees" or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes a claim against any of the releasees, I will indemnify, save, and hold harmless each of the releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim. I understand that all photos taken by BPS can be used by BPS.

I grant BPS, its representatives and employees the right to take photographs of me and my property in connection with the above-identified subject. I authorize BPS, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that BPS may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

I have read this agreement, fully understand its terms, understand this I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Since all equipment is issued in proper working order I also acknowledge that I am responsible for any equipment that I rent from BPS and that I can be charged market value to replace the item (s)/ equipment that is lost, broken when returned or not returned at all.

NAME *(PRINTED)* **Signature** **Emergency Contact** *(NAME & PHONE)*

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