



This document affects your legal rights. It must be signed by you, the Participant, whether you are an adult or minor, if you are renting or otherwise using equipment or participating in activities offered by BEARFOOT KAYAK LLC. It must also be signed by your parent or guardian if you are a minor Participant (under 18 years of age). The parent or guardian agrees to these terms individually and on behalf of the minor. Only a parent or legally appointed guardian may sign for a minor Participant. References in this agreement to I or we include all who sign below unless otherwise clearly indicated.

In consideration of BEARFOOT KAYAK LLC furnishing services and/or equipment to enable me to participate in paddlesports activities, including kayaking, tandem kayaking, canoeing, guided trips, and equipment rentals, I agree as follows:

- I fully understand and acknowledge that outdoor recreational activities have:
- Inherent risks, dangers, and hazards, and such exist in my use of paddlesports equipment and my participation in paddlesports activities;
- My participation in such activities and/or use of such equipment may result in loss of property and in ailments that could cause serious disability or death;
- These risks and dangers may be caused by the negligence of the owners, employees, officers, or agents of, but not limited to, BEARFOOT KAYAK LLC; the negligence of the participants; the negligence of others; accidents; breaches of contract; the forces of nature, such as exposure to sun, cold, wind, hail, lightning, and other phenomena; activities may take place in remote places which may significantly delay emergency medical care and evacuation; or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision-making, including that a guide may misjudge weather, route location, tides, or water conditions, which may be fast, deep, cold, and subject to rapid change; objects which may be encountered in and out of the water, and which may not be obvious, including debris, trees, rocks, bridges, and other hazards; the watercraft may overturn, swamp, or sink, and occupants may become separated from the craft; feet and other parts of the body may become entrapped in or under rocks and other objects; participants may strike or be struck by objects, other watercraft, and other persons, in and outside of the watercraft; wind; risks of falling out of or drowning while in a watercraft; encounters with wildlife; and other such risks, hazards, and dangers that are integral to recreational activities that take place in a wilderness, outdoor, or recreational environment.

Further, by my participation in these activities and my use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of BEARFOOT KAYAK LLC, or by any other person.

I understand and agree that I am responsible for all rental equipment issued to me from the time it is received until it has been returned to and accepted by BEARFOOT KAYAK LLC. I agree to exercise reasonable care in transporting, storing, and using the equipment and understand that I may be financially responsible for equipment that is lost, stolen, or damaged beyond normal wear and tear as described in the BEARFOOT KAYAK LLC Terms and Conditions.

I, on behalf of myself, my personal representatives, and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify BEARFOOT KAYAK LLC and its owners, agents, officers, employees, volunteers, and guides from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, or otherwise which may arise out of my use of their equipment or my participation in

paddlesports activities. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers, employees, volunteers, or guides of BEARFOOT KAYAK LLC.

I authorize BEARFOOT KAYAK LLC to provide or obtain for me, or the minor child for whom I sign, such medical care as it considers necessary and appropriate, and I agree to pay all costs associated with such care and related transportation. I also authorize BEARFOOT KAYAK LLC to contact my listed emergency contact if reasonably necessary during an emergency.

Any dispute between BEARFOOT KAYAK LLC and me or the minor child for whom I sign will be governed by the substantive laws of the State of North Carolina (not including laws which might apply the laws of another jurisdiction), and any mediation or suit shall take place only in that State, in the County of Jones. If the dispute cannot be resolved by mutual agreement, I agree to submit it to a mediator recognized by the Courts of that State and County.

I agree to pay all costs and attorneys' fees incurred by BEARFOOT KAYAK LLC in defending a claim or suit brought by me or by or on behalf of the minor for whom I sign, if the claim or suit is withdrawn or to the extent a court or mediator determines that BEARFOOT KAYAK LLC is not responsible for the claimed injury or loss.

This agreement is entered into voluntarily, and after careful consideration. Its terms cannot be amended except in writing. I understand that it is binding, to the fullest extent allowed by law, upon all persons signing below, our respective heirs, executors, administrators, wards, minor children (whether or not they are Clients), and other family members. If any part of this agreement is found by a Court or other appropriate authority to be invalid, the remainder of this agreement shall remain in full force and effect.

The staff of BEARFOOT KAYAK LLC reserves the right to refuse participation in any BEARFOOT KAYAK LLC activity if we have reason to believe that the participant is under the influence of alcohol, illegal drugs, marijuana, or any medication or substance that may impair judgment, coordination, or the ability to safely participate. This includes, but is not limited to, hourly rentals, daily rentals, multi-day rentals, guided trips, instructional activities, and any other services provided by BEARFOOT KAYAK LLC.

I acknowledge that I have also read and understand the BEARFOOT KAYAK LLC Terms and Conditions governing my rental or participation.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND, BY SIGNING IT, AGREE.

IT IS MY INTENTION TO EXEMPT AND RELIEVE BEARFOOT KAYAK LLC FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR OTHER LOSS CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE TO THE FULLEST EXTENT PERMITTED BY LAW.

IN ADDITION TO THIS WAIVER AND RELEASE, I HAVE READ AND FULLY UNDERSTAND ANY POSTED OR VERBAL SAFETY GUIDELINES PROVIDED BY BEARFOOT KAYAK LLC.

Participant Name: _____ Signature: _____ Date: _____

Parent/Legal Guardian Name: _____ Signature: _____

If Under 18 years of age