

**Blackwater Adventures  
2524 Key Wallace Drive  
Cambridge, MD 21613  
410-901-9255**

**Waiver and Release of Liability**

**IMPORTANT, READ CAREFULLY.** This document affects your legal rights. You must sign this document, if you are the person renting or otherwise using equipment from, or participating in activities offered by, Blackwater Paddle and Pedal Adventures, L.L.C. (Each such person is referred to herein as a "Participant").

You must also sign this document if you are the parent or legal guardian of a Participant under 18 years of age (a "Minor Participant"), in which case you are signing this document personally and on behalf of each Minor Participant. Any reference to "I" or "my" in this document refers to the person signing this document and to each Minor Participant, and all covenants herein shall be binding upon each such Minor Participant as if he or she was 18 years of age or older and had signed this document.

Permission for Minor Participant. I represent and warrant that I am the parent or legally appointed guardian of each Minor Participant. I hereby grant permission for each such Minor Participant to participate in activities offered by Blackwater Paddle and Pedal Adventures, L.L.C. Including but not limited to hiking, biking, boating, sailing, kayaking, canoeing, rowing, and / or pedal boating using equipment rented from Blackwater Paddle and Pedal Adventures, L.L.C...

Assumption of Risks. I fully understand and acknowledge that there are risks and dangers inherent in hiking and biking and my use of boating, sail boating, kayaking, canoeing, rowboat or pedal boat equipment, and that my participation in hiking, biking, boating, sail boating, kayaking, canoeing, rowing or pedal boat activities could result in my suffering injury or illness, including, but not limited to, bodily injury, disease, strains, fractures, partial or total paralysis, or even death. I acknowledge that the foregoing risks and dangers may be caused by the negligence of Blackwater Paddle and Pedal Adventures, L.L.C. owners, employees, officers or agents, the negligence of other participants in the watercraft activities, by accidents, or by the forces of nature or other foreseeable or unforeseeable causes, including, but not limited to, trail conditions, water level, weather conditions, falling out of a sailboat, kayak, pedal boat, rowboat, or canoe, drowning, falling off a bicycle and such other risks, hazards and dangers that are inherent in any recreational activities. **I hereby assume all risks and dangers and all responsibility for any losses and/or damages relating to the activities conducted by Blackwater Paddle and Pedal Adventures, L.L.C**

Release. I, on behalf of myself and my personal representatives and heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Blackwater Paddle and Pedal Adventures, L.L.C. and its owners, agents, officers, employees, contractors and volunteers from (i) any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of, or may be related in any way to, my use of Blackwater Paddle and Pedal Adventures, L.L.C. equipment or my participation in activities and (ii) any claim of liability by or for a Minor Participant arising out of or in any way related to participation in the activities offered by Blackwater Paddle and Pedal Adventures, L.L.C.. or the use of their equipment. **I specifically understand that I am releasing, discharging and waiving any claims or actions that I or any Minor Participant may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers, employees, contractors or volunteers of Blackwater Paddle and Pedal Adventures, L.L.C..**

Safety Requirements. I hereby acknowledge that I must wear an approved personal flotation device (lifejacket) at all times while on the water. Furthermore, I affirm that I will not be under the influence of alcohol or any controlled substance, and will not carry, use, or consume these substances, before or during my participation in activities conducted by Blackwater Paddle and Pedal Adventures, L.L.C or my use of equipment rented from Blackwater Paddle and Pedal Adventures, L.L.C.

Health and Age I am in good health for each activity in which I will participate. I understand that strenuous physical exertion may be required; I have no known physical disabilities or health problems, which will increase any risk arising from my participation in the activities. **I grant permission for Blackwater Paddle and Pedal Adventures, L.L.C. to seek medical care for my child, children, others within my care, or myself needed for injuries as a result of participation in Blackwater Paddle and Pedal Adventures, L.L.C. Activities.**

Equipment I will be responsible for the full replacement cost of any equipment I have rented from Blackwater Paddle and Pedal Adventures, L.L.C and agree to pay for damages or replacement for such equipment other than reasonable wear and tear.

Disputes. I agree to submit any dispute between us in connection with the interpretation of this Permission Form & Release or otherwise in connection with my participation in activities conducted by Blackwater Paddle and Pedal Adventures, L.L.C that cannot be resolved by mutual agreement to a mediator recognized by the Court or the District Court of Dorchester County, Maryland. Said courts shall have exclusive jurisdiction over any such dispute that is not resolved by mediation. I will pay all costs and attorneys' fees that Blackwater Paddle and Pedal Adventures, L.L.C may incur in defending any claim or suit that I might bring, if the claim or suit is withdrawn or to the extent that a court or mediator determines that Blackwater Paddle and Pedal Adventures, L.L.C is not responsible for the claimed injury or loss.

Binding Effect. This agreement shall be binding on each person signing and on each Minor Participant, and our respective heirs, successors, assigns, administrators and executors.

**Parent/Guardian Name (Print):** \_\_\_\_\_

**Student's Name (Print)** \_\_\_\_\_

**Home Address:** \_\_\_\_\_ **Apt:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Parent/Guardian Telephone Number:** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_/\_\_\_\_/\_\_\_\_