

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

I, **THE UNDERSIGNED**, in consideration of my being allowed to participate in the Kayaking Demonstration of Brasington's Trail Shop, Inc. do, on my own behalf, and on behalf of my personal representatives, heirs, and next of kin, release, waive and covenant not to sue Brasington's Trail Shop, Inc. d/b/a Brasington's Adventure Outfitters and participating kayak manufacturers including but not limited to Perception, Inc., Wilderness Systems, Necky Kayaks, Current Designs, Wenonah Canoe, Oldtown Canoe & Kayak, and Dagger and their officers, directors, employees and agents (hereinafter Releasees) from all liability to the Undersigned from any and all loss, injury or damage, whether caused by the negligence of the Releasees or otherwise while the undersigned is participating in this event.

I understand that my participation is voluntary and represent that I have sufficient knowledge or experience to appreciate the dangers and the possibility of injury involved in my participation in this event. I expressly assume all such risks and dangers due to the negligence of Releasees or otherwise while participating in this event. The undersigned agrees to indemnify and save and hold harmless the Releasees from any loss, liabilities or damages to third persons or property arising out of my use of their facilities or equipment.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from this written agreement have been made.

Print Name

Address

City/Zip

Date

Signature