

Kayak Shelter Island LLC. P.O. Box 751, Shelter Island NY 11964  
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**PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK**

In consideration of the services provided by Kayak Shelter Island LLC., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, I hereby irrevocably agree to release, indemnify, and discharge Kayak Shelter Island LLC. from any and all claims, demands, or causes of action that may arise from my use of their equipment or facilities or my participation in any sea kayaking or paddleboarding activity. This release applies to myself, my children, my parents, my heirs, assigns, personal representatives, and estate.

I acknowledge that sea kayaking and paddleboarding involve inherent and unanticipated risks that may result in physical or emotional injury, paralysis, death, or damage to property or third parties. I understand that these risks cannot be entirely eliminated without compromising the fundamental qualities of this activity. The hazards include, but are not limited to, boat capsize, tidal conditions and currents, travel in remote areas, collision with objects or other watercraft, exposure to cold water, hypothermia, accidental drowning, illness in remote areas, exposure to sun, strong wind, cold, storms, large waves, eddies and whirlpools, lightning, aggressive and/or poisonous marine life, wrist, arm, shoulder, and/or back injuries, slips and falls while hiking, and rapidly changing adverse weather and water conditions. I also recognize that Kayak Shelter Island LLC. guides have a challenging job, and they may misjudge weather, the elements, or the terrain. They may give insufficient warnings or instructions, and the equipment may malfunction.

I expressly agree and promise to accept and assume all of the risks inherent in this activity. My participation is entirely voluntary, and I choose to participate despite these risks.

I voluntarily release, forever discharge, and agree to indemnify and hold harmless Kayak Shelter Island LLC. from any and all claims, demands, or causes of action arising from my participation in this activity or my use of their equipment or facilities, including claims alleging negligent acts or omissions by Kayak Shelter Island LLC.

Should Kayak Shelter Island LLC. or anyone acting on their behalf incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or else agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions that could impair my safety during this activity, or I am willing to assume and bear the costs of all risks that may arise directly or indirectly from such conditions.

In the event that I file a lawsuit against Kayak Shelter Island LLC., I agree to do so solely in the State of New York, and I further agree that the substantive law of that state shall apply in that action, without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that I have read and fully understand it, and I agree to be bound by its terms. I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Kayak Shelter Island LLC. on the basis of my claim from which I have released them herein.

Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

Date \_\_\_\_\_