WILMINGTON TRAIL CLUB PADDLING WAIVER AND RELEASE OF LIABILITY for MINORS

I am aware that there are risks involved in water sports and that all water sports are inherently dangerous.

I further understand that any water has the potential to injure or kill. By participating on this trip, I accept all risks and I waive and release any and all rights I may have against the Wilmington Trail Club, as well as its respective agents, representatives and successors for any and all injuries suffered by me.

The following are some factors I have considered by participating on this paddling trip:

1. The Wilmington Trail Club desires to conduct its river trips in a safe manner and expects your cooperation. Therefore, when paddling with the Wilmington Trail Club you must follow certain basic safety rules:
   - Wear an approved life jacket at all times while on the river.
   - Comply with all reasonable directions of the trip coordinator.
   - Stay between the lead and sweep boats.
   - Keep a safe distance from the boat in front of you.
   - Know and respect your limitations, and paddle accordingly.
   - Helmets are strongly recommended for Class I moving water that is shallow and rocky; required for class II and above.

2. Wilmington Trail Club trip coordinators are not paid professionals. They are amateurs, like you, who are taking their turn and handling the administrative details of this trip for the benefit of all.

3. Your decision to participate and, at every point, to continue to participate, is yours alone. The trip coordinator will help you with arrangements to carry out your decision, consistent with the resources and welfare of the group.

4. By signing up for a trip you indicate you believe you have the skills needed to paddle the trip safely. You should ascertain the possible difficulty of the particular river as well as any possible hazards and probable water/weather conditions. If, at the put-in you find conditions more difficult than you were prepared for, arrange with the trip coordinator to not participate. If, however, the event coordinator is not convinced at the start of the trip of your ability to safely negotiate the planned paddling trip, he/she will have to ask you to drop out of the trip.

5. You are responsible for suitably outfitting yourself for the trip. You must wear a life jacket at all times while on the water. Make sure that your life jacket is in good repair, fits properly, and has adequate buoyancy for your weight.

6. Hypothermia (loss of body heat) is the cause of many water fatalities. You must wear appropriate clothing for the weather and water. If conditions are more severe than you anticipated, do not go on the trip.

7. If you are not familiar with the water, ask your trip coordinator about portages, and other water hazards.

Important: Liability Release & Hold Harmless Agreement

I am aware that there are risks involved in Water Sports and voluntarily assume the risk of injury and even death while participating. I have read the safety information above. In consideration of my being permitted to participate in this event, and in further consideration of being allowed to enter onto any private lands over which the event may pass, I, RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Wilmington Trail Club (WTC), its officers, and members and the owners of such private lands, as well as their respective agents, representatives, and successors (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or any of my minor children during or as a result of this event. I further hereby AGREE TO HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees that may incur due to my participation in said activities, whether caused by negligence of RELEASEES or otherwise.
MINOR PARTICIPANT: I, the minor participant, have read this agreement, fully understand its terms, understand that 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.

Name (print) ____________________________ Age __________
Street Address ____________________________ Phone ____________________________
City _____________________________________ State _______ Zip __________
Date __________________ Signature ______________________________________

PARENT OR GUARDIAN: I, the minor’s parent and/or legal guardian, understand the nature of Paddle Sports and related activities and the minor’s experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. Furthermore, I have read this agreement, fully understand its terms, understand that 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.

Name (print) ____________________________
Street Address ____________________________ Phone ____________________________
City _____________________________________ State _______ Zip __________
Date __________________ Signature ______________________________________