Idaho State University Outdoor Adventure Center
Open Kayaking Participant Agreement
(Assumption of Risk; Waiver of Liability; Release; Indemnification; Covenant Not to Sue)

Acknowledgement of Risk: I (meaning an adult participant for him/herself OR parent/guardian of a
minor participant on behalf of the minor) understand and acknowledge that kayaking entails inherent,
known, and unanticipated risks which are voluntarily assumed. These risks include, but are not limited to:
being hit by other boats and paddles; overturning and having water get up my nose or hitting objects with
my head and/or body; drowning; falling against an object in or around the boat or on the pool deck;
human carelessness, error, and misjudgment; equipment failure or improper use of equipment; injury to
muscles, joints, and bones; all of which could occur and could result in emotional or physical injury,
paralysis, death, or damage to property or third parties. I certify that the participant (myself or my minor
child) has knowledge of the voluntarily assumed risks; is in good health; has no physical or mental
limitations that would preclude safe participation; will wear proper protective equipment; and will abide
by all the rules of the sport and of the Outdoor Recreation Center.

Release/Covenant Not to Sue/Indemnification: To the fullest extent permitted by law, and in
consideration for being allowed to participate, I, on behalf of myself, my minor child (if applicable), my
heirs, representatives, executors, administrators, and assigns (the Releasing Parties) hereby agree to hold
harmless, release, and covenant not to sue the State of Idaho, its State Board of Education, Idaho State
University, and their respective officers, employees, volunteers, and agents (Released Parties) for any
negligently caused injuries or losses arising from or related to Open Kayaking. I further agree to defend
and indemnify the Released Parties and each of them from any claims, demands, actions, damages, costs,
fees, or expenses arising out of losses suffered by or caused by me or my minor child that are brought
now or in the future by the Releasing Parties or any of them, or by a third party.

Other: I acknowledge that insurance coverage for bodily injury and property damage, including
automobile insurance, is my personal responsibility. I grant Idaho State University the right to use, for
promotional purposes, any photographs or video footage taken of me or my minor child while
participating in the Open Kayaking. I hereby give permission for emergency medical care, including
transportation to and exchange of medical information with a medical facility. If any part of this
agreement is deemed unenforceable, the remainder shall continue in full force and effect. The venue of
any dispute shall be in Bannock County, Idaho and shall be governed by Idaho law.

If I am executing this document as a parent/guardian of a minor child, I represent and warrant that I
have read the terms and agree to them, and have the legal right to execute this document on behalf of the
minor, and that this document, once executed by me, is fully enforceable in accordance with its terms. I
agree to indemnify the Released Parties in the event the representation is not accurate.

Participant Name and age if a minor (printed)  Participant Signature  Date

Parent/Guardian Signature  Emergency Contact Name and Phone