

# Waiver

As a participant in the Brownlee Crappie Shootout II May 19th, 2018. I hereby agree to release and discharge the organizers, sponsors, volunteers (organizers), and other participants on behalf of myself, my spouse, my children, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that kayaking entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: boat/kayak capsize, currents, travel to remote areas, collision with objects or other watercraft, prolonged exposure to cold water, hypothermia, accidental drowning, mental anguish or trauma, illness in remote areas, exposure to sun, strong wind, cold, storms, large waves, eddies and whirlpools, lightning, aggressive and/or poisonous wildlife life, wrist, arm, shoulder and/or back injuries, slips and falls, and rapidly changing adverse weather and water conditions.

Furthermore, the event organizers have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the organizers, sponsors, volunteers and other participants of this event from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity, including any such claims which allege negligent acts or omission of the organizers.

4. Should the event organizers, participants or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. In the event that I file a lawsuit against the event organizers or other participants, I agree to do so solely in the state of Oregon. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

6. By paying my entry fee, 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 the event organizers, NorthWestKayakAnglers.com (NWKA) or other participants or sponsors on the basis of any claim from which I have released them herein.

7. I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.

Name (Print)\_\_\_\_\_

Signed:\_\_\_\_\_

Date:\_\_\_\_\_