

In consideration of being allowed to participate in any way in the 41° North Coastal Kayak Adventures, Ltd. kayak and standup paddleboard rental program, and related events and activities, the undersigned agrees to the following:

1. Prior to participating, I will inspect the facilities and equipment to be used, and if I believe it is unsafe, I will immediately advise a instructor, guide, aid, or other event organizer of such condition(s) and refuse to participate.
2. I acknowledge and fully understand that I will be engaging in activities that involve risk of damage to personal property or serious injury, including permanent disability and death, and severe social and economic losses which might result not only from my own actions, inactions or negligence, but the actions, inactions or negligence of others, the condition of the premises, or of any equipment used. Further, there may be other risks not known or not reasonably foreseeable at this time.
3. I further acknowledge and fully understand the risks posed by other boat traffic, falling rock, changing weather conditions, and paddling beyond the areas designated by 41° North Coastal Kayak Adventures, Ltd. I was made aware of these risks in the 41° North Coastal Kayak Adventures, Ltd. rental safety guidelines, and I agree to abide by the restrictions set forth by 41° North Coastal Kayak Adventures, Ltd.
4. I assume all of the foregoing risks and accept personal responsibility for all expenses, medical or otherwise, following any such damages, injury, permanent disability, or death.
5. I release, waive, discharge and covenant not to sue 41° North Coastal Kayak Adventures, Ltd., its members, officers, operators, agents, employees, volunteers, participants, affiliated clubs and organizations, and if applicable, owners and leasers of premises used to conduct the event, all of which are hereinafter referred to as "releasees", from any and all liability to me my heirs and next of kin from any and all claims, demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise.
5. Ohio law shall govern this agreement, and any action against 41° North Coastal Kayak Adventures, Ltd. shall occur in Cuyahoga County, Ohio. This waiver may not be modified in any way. If any part of the waiver is determined to be invalid by operation of law, all other parts of this waiver shall remain valid and enforceable.
6. As part of the consideration tendered for my (or my child/ward) being permitted to participate in the 41° North Coastal Kayak Adventures, Ltd. Kayak and Standup Paddle-board Rental Concession on the date below, I agree (for and on behalf of myself and my child/ward) to, and do hereby, waive any and all claims against, and agree to hold harmless, and indemnify, the Board of Commissioners of the Cleveland Metropolitan Park District, its officers, employees, agents, and volunteers, from any and all claims related to any illness, injury, including loss of life, property damage, or loss of any other description which I (or my child/ward) may sustain arising out of, or in any way associated with, my (or my child/ward's) participation in the 41° North Coastal Kayak Adventures, Ltd Kayak and Standup Paddle-board Rental Concession.
7. Should Customer (including their dependent children) choose by water craft to enter into any privately owned areas, including the area known as the Clifton Lagoon, such entry is solely at the Customer's own risk, and the undersigned agrees to indemnify and save harmless The Clifton Lagoon Trust and its Trustees, and all adjacent dock or homeowners in the Clifton Lagoon from and against any and all demands, liability, loss, cost or expense of whatever nature or kind including counsel fees, which may be incurred by reason of property damage or personal injury of any kind or nature incurred by Customer, whether those damages or injuries are caused by negligence or otherwise of or in the Clifton Lagoon, or by any dock or homeowners in the Clifton Lagoon.

I HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGNED IT VOLUNTARILY.

Participant's Name: _____ Signature: _____ Date: _____
 Address: _____ City: _____ State: _____ Zip: _____

FOR PARTICIPANTS UNDER THE AGE OF 18:

In consideration of (print minor(s) name) being allowed to participate in any way in the 41° North Coastal Kayak Adventures, Ltd. coastal kayaking program, and related events and activities, I further agree to hold releasees harmless for any and all claims brought by or on behalf of this Minor.

Name of Participating Minor(s): _____
 Parent or Guardian Name: _____ Signature: _____ Date: _____
 Address: _____ City: _____ State: _____ Zip: _____