

Shawnee County Waiver and Release of Liability

IN CONSIDERATION of being given the opportunity to participate in yachting activities I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of yachting and that I am qualified, in good health, and in proper physical condition to participate in such Activity.

2. FULLY UNDERSTAND that: (a.) YACHTING ACTIVITIES INVOLVE RISKS AND DANGERS, which include, but are not limited to, boats sinking, boats colliding, participants becoming entangled in equipment, failure of timely rescue, water quality issues, natural weather events such as lightning and strong winds, and other natural and artificial risks and dangers which may cause participants to be unable to breathe due to being under water, may cause participants to lose consciousness, and/or may cause serious bodily injury, including permanent disability, paralysis and/or death to participants (“Risks”); (b.) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Releasee named below; (c.) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.

3. HEREBY RELEASE, discharge, and covenant not to sue the Board of County Commissioners of the County of Shawnee, Kansas, the Shawnee County Parks and Recreation Department, their administrators, departments, directors, agents, officers, volunteers and employees, other participating organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Activity takes place, (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasee or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or costs which may incur as a result of such claim, to the fullest extent permitted by law

4. UNDERSTAND that none of the organizations listed above carries any accident, sickness, or medical insurance for participants.

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. I realize this is a contract between myself, the Board of County Commissioners of the County of Shawnee, Kansas and is a release of Liability.

I sign it of my own free will.

REQUIRED:

Participant Signature	Printed Name	Date
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(Parent or Legal Guardian Signature for Participants under 18 years)	Printed Name	Date
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