



**September 10, 2022**

**Event Policies, Participant Waiver and Release of Liability and Assumption of Risk Agreement**

1. Threatening weather conditions may occur at any time in coastal regions. Should this occur during the event, participants are expected to get to a safe area, like a dock or dry land, and remain there until the dangerous weather passes.
2. Personal Flotation Devices (PFD) are to be worn at all times while on the water.
3. Participants are advised to remain in the kayak at all times once launched.
4. Consumption of alcoholic beverages is strictly prohibited. I verify that I am not under the influence of any drugs or alcohol of any kind.

**Surry County Department of Parks and Recreation** in cooperation with the **Surry County Department of Economic Development** has made every effort to provide a safe, professional and enjoyable outdoor experience for participants of “**up the creek with a paddle**” event. However, due to the nature of outdoor activities, there are inherent risks involved that are beyond the control of any individual or **Surry County, Virginia**.

Therefore, this agreement constitutes a Waiver and Release of Liability, whereby you (and/or on behalf of all minors from whom I am parent or legal guardian) and my personal representatives, heirs, successors and assigns and agree to release, discharge, hold harmless, defend and indemnify **Surry County, Virginia** and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of the use of kayaking equipment, premises or facilities or participation in kayaking activities. By signing this document, you acknowledge that you have read this agreement and understand that you are releasing, discharging and waiving any claims or actions that you may have at the present time, or in the future, for the negligent acts, omissions or other conduct by the owners, agents, officers or employees of **Surry County, Virginia**.

**Assumption of Risk.** I (and/or on behalf of all minors from whom I am parent or legal guardian) agree and represent that I have, immediately upon entry, inspected and carefully examined **Surry County, Virginia** owned premises and equipment. I fully understand and acknowledge that even after taking every reasonable precaution, risks, dangers, and hazards can arise that are inherent in outdoor activities, the use of a watercraft, and the services provided by **Surry County, Virginia**. These risks can be diverse in nature, and may include, but are not limited to (1) loss of control of the kayak, falling in, out, or about the kayak, collision with other participants, equipment, other kayaks, rocks, trees, and any portion of the interior of the kayak, and any other man-made or natural obstacles, whether obvious or not; (2)

judgement, decision-making and conduct of the guides, if any; (3) submersion in water, drowning; (4) encounters with animals, wildlife and insects; (5) exposure to rugged environment and potentially inclement weather; (6) assistance in lifting and/or carrying kayaking equipment; (7) rescue-related injuries; (8) unavailability of immediate and appropriate medical attention in case of injury; and (9) negligence of a participant, employee, agent or representative of **Surry County, Virginia**. I (and/or on behalf of all minors from whom I am parent or legal guardian) understand and acknowledge that this list is not complete or exhaustive, and KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF **Surry County, Virginia, its employees, agents, officers** or others, and assume full responsibility for my participation.

**Indemnification.** I (or any minor on whose behalf I am signing this release) voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify **Surry County, Virginia** and its employees, agents or other representatives, from any and all claims based on negligence, fault, recklessness, or any other act or omission (including defense costs and attorney's fees) which causes the undersigned illness, injury, disease, death, and damages of any nature in any way connected with participation in the **"up the creek with a paddle"** event offered by **Surry County, Virginia**, whether or not specifically contemplated and listed herein. I also expressly agree to release and discharge **Surry County, Virginia** from any act of omission or negligence in rendering or failing to render any type of rescue or medical services. In signing this document, I fully recognize and understand that if I (or any minor on whose behalf I am signing this release) sustain bodily injury or property damage, or suffer wrongful death, I (or my personal representatives, successors and assigns) am giving up my right to make a claim or file a lawsuit against **Surry County, Virginia**, even if it negligently or by some other act or omission caused the injury or damage. I further agree to hold harmless, defend, and indemnify Surry County, Virginia from all defense costs, including attorney's fees incurred in connection with claims for bodily injury, wrongful death, or property damage, sustained by any minor under 18 years of age on whose behalf I am signing, or which I may have caused to spectators or other third parties, whether negligent or not, in the course of my participation in this activity.

**Property.** I agree that if I (or any minor on whose behalf I am signing this release), use a kayak, or any equipment owned by **Surry County, Virginia**, that I inspected said equipment and find it to be in good working order, condition and repair. Further, I understand and agree that **Surry County, Virginia** is not responsible for any of my personal property lost, damaged or stolen while participants are on **Surry County, Virginia's** premises, using **Surry County, Virginia's** equipment or involved in activities offered by **Surry County, Virginia**. I also agree to return all of **Surry County, Virginia's** equipment at the end of the event as it was received.

**Miscellaneous.** I understand that **Surry County, Virginia** reserves the right to accept or deny service to any person. I agree to wear a personal flotation device (PFD) at all times on the water and will comply with all local and federal laws, pollution and fire regulations. Further, I understand that PFD's do not remove all risks of injury nor does PFD use make kayaking a safe activity. I alone or on behalf of a minor of whom I am a parent or legal guardian) have determined the sufficiency for any safety gear or other precautions to minimize the risks of the activity. **Surry County, Virginia**, owners, agents, officers and employees, has not made any representations regarding the safety of, or the risks of, the activity and I

(or on behalf of a minor of whom I am a parent or legal guardian) expressly assume the risk of the activity. I understand that **Surry County, Virginia** will refuse service to anyone who is intoxicated. I understand that no glass bottles of any kind or Styrofoam coolers are allowed on Gray's Creek. In addition, I give **Surry County, Virginia** permission to treat me or any minor for whom I am responsible in case of illness, injury, emergency, or accident. Should emergency medical services become necessary for me or a minor for whom I am responsible, the expenses are the sole responsibility of the participant and not that of **Surry County, Virginia**. **Surry County, Virginia** has made no effort to determine, and accepts no responsibility for, medical, physical or other qualifications or the suitability of participants for this activity.

**Minors.** As a parent, legal guardian, or person responsible for a participant under 18 years of age, I have read and voluntarily agree that said minor may participate in Surry County, Virginia's "up the creek with a paddle" event on September 10<sup>th</sup>, 2022 on Gray's Creek and I sign this release on their behalf.

**Consent/Promotional Materials.** I hereby agree that Surry County, Virginia may use film, voice, or photographic records of this event for its promotional and/or commercial purposes.

I HAVE READ (OR HAVE HAD READ TO ME), UNDERSTAND, AND VOLUNTARILY ACCEPT AND AGREE TO THE FOREGOING TERMS AND CONDITIONS OF THIS WAIVER AND RELEASE.

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

MINOR: This is to certify that I, as Parent, Guardian or Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of Surry County, Virginia, but also to release and indemnify Surry County, Virginia from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin. I understand and agree not to leave children or adults requiring supervision unattended. \*PERSONAL FLOTATION DEVICE MUST BE ON AT ALL TIMES:\_\_\_\_\_ Initial.

PRINT NAME OF MINOR: \_\_\_\_\_ DOB: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE OF PARENT  
OR ADULT LEGAL  
GUARDIAN: \_\_\_\_\_

Signature of parent or adult legal Guardian if participant is a minor, and by their signature, they on my behalf release all claims that both they and I have.)