



## WAIVER AND RELEASE AGREEMENT

Please read carefully before signing.

This is a release of liability and waiver of certain legal rights.

In consideration for my being permitted to participate in the activities of **kayak exploration, kayak eco-tours or kayak fishing**, and **consumption of raw seafood** I agree to the following Waiver and Release:

I acknowledge that **kayak activities** have inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. Water hazards in boating and wading in coastal areas including drowning;
2. Hiking in rugged country;
3. Injuries from fishing equipment and other participants;
4. Encounters with wildlife, animals, and insects;
5. Temperature extremes;
6. Inclement weather conditions and unavailability of immediate medical attention in the wilderness in case of injury.

I understand the risks, hazards, and dangers of **kayak activities** and have had the opportunity to discuss them with a representative of *Bay Country Kayaking*. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF *Bay Country Kayaking* WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

I understand the risks, hazards, and dangers of the **consumption of raw seafood**. I understand that consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness, especially if you have a medical condition. People with certain diseases (such as diabetes, liver disease, weakened immune systems, and cancer) should consult with a physician before eating raw seafood because their diseases or the medicine they take may put them at risk for serious illness. I eat raw seafood at my own risk.

I hereby authorize Bay Country Kayaking to use my photograph(s) and/or video image(s) in perpetuity to advertise, publicize and/or promote Bay Country Kayaking without further consent by myself or other persons, and for no further right to additional consideration or accounting. I check this box if I do NOT authorize this use.

Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS *Bay Country Kayaking*, *Vogt Oyster Company* DBA as *Big Island Aquaculture*, and the *County of York*, its officers, agents and employees, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or in the use of these services, or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of *Bay Country Kayaking* and/or the *Big Island Aquaculture* or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue *Bay Country Kayaking* and/or the *Big Island Aquaculture* and/or the *County of York* as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of kayak exploration, kayak eco-tours or kayak fishing.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

If less than eighteen years of age, parent, guardian, or custodian must sign the following indemnification:



**INDEMNIFICATION**

In consideration for the above minor being permitted by *Bay Country Kayaking* and the *Big Island Aquaculture* to participate in the activities of **kayak exploration, kayak eco-tours or kayak fishing, and consumption of raw seafood** I agree to the following waiver release and indemnification:

The undersigned parent, guardian, or custodian of the below minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend, *Bay Country Kayaking, Vogt Oyster Company DBA as Big Island Aquaculture, and the County of York*, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or in the use of these services, or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of *Bay Country Kayaking* and/or the *Big Island Aquaculture* or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue *Bay Country Kayaking, Big Island Aquaculture, and/or the County of York* as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of **kayak exploration, kayak eco-tours or kayak fishing, and consumption of raw seafood**.

As the parent or legal guardian of the below referenced minor, I hereby authorize Bay Country Kayaking to use said minor's photograph(s) and/or video image(s) in perpetuity to advertise, publicize and/or promote Bay Country Kayaking without further consent by myself or other persons, and for no further right to additional consideration or accounting. I check this box if I do NOT authorize this use.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent, Guardian or Custodian of Minor(s)

\_\_\_\_\_  
Print Parent, Guardian Name

\_\_\_\_\_  
Print Name(s) of Minor(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

|  |                  |  |                      |
|--|------------------|--|----------------------|
| Please take a moment to let us know: How you heard about Bay Country Kayaking? |                  |  |                      |
| Williamsburg Magazine  | Hotel Suggestion | New Quarter Park or York County Staff or Publication |                      |
| Wyndham Resort   | Brochure         | Brochure @ VA Welcome Center                         |                      |
| Big Island Aquaculture   | Facebook         | Trip Advisor   | Yelp                 |
| Personal Recommendation  | Search Engine    | VA Tourism Web Site                                  | Link from Other Site |